



Mark D. Plevin (415) 365-7446 mplevin@crowell.com

August 10, 2016

BY FED EX OVERNIGHT

Ms. Hope Schmeltzer Assistant Regional Counsel United States Environmental Protection Agency, Region 9 75 Hawthorne Street San Francisco, California 94105

Re: Response of Fireman's Fund Insurance Company to Information Request by EPA Pursuant to 42 U.S.C. § 9404(e) Regarding Certain

Policies of Insurance Written by Fireman's Fund

Dear Ms. Schmeltzer:

This letter comprises the response of Fireman's Fund Insurance Company to Questions 1 through 5, 7, and 9 through 14 as set forth in the May 10, 2016 Section 104(e) Information Request (the "Request") from the U.S. Environmental Protection Agency, Region 9, in connection with its investigation and response of the actual or potential release of hazardous substances into the soil, groundwater and indoor air at the Omega Chemical Corporation Superfund Site (the "Site"). In compliance with the instructions in paragraph 8(g) of the Instructions and Definitions contained in Enclosure A of the Request, Fireman's Fund's confidential responses to Questions 6 through 8, 10, and 15 are being provided in a separate letter. Fireman's Fund's responses to Questions 7 and 10 contain both confidential and non-confidential information, and therefore this letter contains only the confidential portions of Fireman's Fund's response to those questions; the non-confidential portions of Fireman's Fund's response to those questions are set forth in a separate letter.

Fireman's Fund's response was initially due on June 9, 2016, but on July 11, 2016 you granted Fireman's Fund a 30-day extension to August 10, 2016. In addition, you granted Fireman's Fund a limited extension, to September 15, 2016 to produce an additional claim file in response to Question 6 of the Request.

On July 18, 2016, I spoke with you and your colleagues Keith Olinger and Karl Fingerhood regarding narrowing the scope of the Request. As a result of that meeting, EPA agreed to narrow the Request as summarized in my July 18, 2016 e-mail. You confirmed in a July 19, 2016 e-mail that the summary of our July 18 discussion contained in my July 18 e-mail was accurate, with one exception relating to an additional claim file.

Based on the narrowed scope of the Request, Fireman's Fund has performed a reasonable search for responsive records and information. Fireman's Fund also reserves its right to supplement this response should it later discover additional responsive documents or information. Fireman's Fund also reserves all of its rights with respect to, and does not waive, the attorney-client privilege and the protections afforded by the attorney work-product doctrine, as well as all other applicable privileges.

Questions 1 through 5, 7, and 9 through 14 and Fireman's Fund's responses thereto are set forth below. In addition, I have enclosed a disk that includes the documents that are referenced in response to each question below.

Question 1: State the full legal name, address, telephone number, positions(s) held by, and tenure of, the individual(s) answering any of these questions on behalf of Fireman's Fund Insurance Company ("Fireman's Fund") concerning the matters set forth herein.

Response:

I worked on these responses along with my Crowell & Moring colleagues Galen Sallomi and Christine Cwiertny and our clients Daniel Kane and Eric Billeter of Fireman's Fund. Information about Mr. Kane and Mr. Billeter is set forth below.

- a. Daniel Kane
- b. Claims Specialist
- c. Allianz Resolution Management (ARM US) 1465 North McDowell Blvd Petaluma, California 94954
- d. Mr. Kane may be contacted through me.
- a. Eric Billeter
- b. Claim Director
- Allianz Resolution Management (ARM US)
 3100 Zinfandel Drive Suite 240
 Rancho Cordova, CA 95670
- d. Mr. Billeter may be contacted through me.

Question 2: Provide copies of all casualty, liability and/or pollution insurance policies issued or allegedly issued to Angeles Chemical Co., Inc., a California corporation ("Angeles"); John G. Locke and the Estate of Janyce B. Locke (the "Locke parties"); and/or Donna M. Berg; the Estate of Robert O. Berg; Pearl Rosenthal; The Rosenthal Family Trust Dated June 3, 1989; and the Estate of Arnold Rosenthal (the "Berg/Rosenthal parties") and/or related to the Properties, including but not limited to comprehensive general liability, primary, umbrella and excess policies, as well as any environmental impairment liability or pollution legal liability insurance. Include any policies that have been part of any buyback agreement or release.

Response:

Per the agreement memorialized in my July 18 e-mail to you, EPA agreed to narrow the scope of Questions 2 and 4 of the Request to (a) the five policies issued by Fireman's Fund that are the subject of litigation between Angeles and Fireman's Fund and (b) policies issued by other insurers to Angeles or Locke, to the extent Fireman's Fund has such policies in its possession. The materials set forth below are contained on the disk enclosed with this letter:

Index of Documents Being Produced by Fireman's Fund to EPA in Response to Question 2

| BATES NO. | DOCUMENT DESCRIPTION | POLICY PERIOD / DATE | | | | | | | |
|--|-----------------------|----------------------|--|--|--|--|--|--|--|
| Policies Issued by Fireman's Fund | | | | | | | | | |
| FFIC_EPA_0000001 through FFIC_EPA_0000058 | Policy No. LC2648139 | 1/1/1978 to 1/1/1979 | | | | | | | |
| FFIC_EPA_00000059 through FFIC_EPA_0000095 | Policy No. LA2679396 | 1/1/1979 to 1/1/1982 | | | | | | | |
| FFIC_EPA_00000096 through FFIC_EPA_0000204 | Policy No. LA3100753 | 1/1/1982 to 1/1/1985 | | | | | | | |
| FFIC_EPA_00000205 through FFIC_EPA_0000276 | Policy No. MXC5504656 | 1/1/1985 to 1/1/1986 | | | | | | | |

| BATES NO. | BATES NO. DOCUMENT DESCRIPTION | | |
|--|---|-----------------------|--|
| FFIC_EPA_00000277 through FFIC_EPA_0000359 | Policy No. MXC80006534 | 1/1/1986 to 1/1/1987 | |
| And the second s | Policies Issued by Other Insurer | 'S | |
| FFIC_EPA_0000360 through FFIC_EPA_0000369 | Interstate Policy No. 183-135497 | 9/1/1977 – 11/1/1977 | |
| FFIC_EPA_00000370 through FFIC_EPA_0000378 | Interstate Policy No. 183-140078 | 11/1/1977 11/1/1978 | |
| FFIC_EPA_00000379 through FFIC_EPA_0000397 | Great American Insurance Co. Policy No. SLP945-13-57 | 11/1/1976 – 11/1/1977 | |

Question 3: If there are any casualty, liability and/or pollution insurance policies issued or allegedly issued to Angeles, the Locke parties, and/or the Berg/Rosenthal parties, or concerning the Properties of which you have any evidence, or of which you are aware but neither possess copies, nor are able to obtain copies, identify each such policy/ies to the best of your ability by identifying: a) the name and address of each insurer and of the insured; b) the type of policy and policy numbers; c) the per occurrence or per accident policy limits of each policy; d) whether each such policy is "primary" or "excess"; and e) the commencement and expiration dates of such policy.

Response:

Per the agreement memorialized in my July 18 e-mail to you, EPA agreed to narrow the scope of Question 3 to only include information regarding those policies for which Fireman's Fund has evidence. EPA also agreed that Fireman's Fund need not provide information in response to Question 3 relating to any of the Fireman's Fund policies or non-Fireman's Fund policies identified in Fireman's Fund's Responses to other Questions in the Request. The enclosed disk contains the following responsive materials:

Index of Documents Being Produced by Fireman's Fund to EPA in Response to Question 3

| BATES NO. | DOCUMENT DESCRIPTION | | | | |
|--|---|--|--|--|--|
| FFIC_EPA_0000398 through FFIC_EPA_0000403 | Updated Chart re Angeles Insurance Policies | | | | |
| FFIC_EPA_0000404 through FFIC_EPA_0000407 | Updated Chart re Angeles Insurance Policies | | | | |
| FFIC_EPA_0000408 through FFIC_EPA_0000419 | Updated Chart re Angeles Insurance Policies | | | | |
| FFIC_EPA_0000420 | Updated Angeles Chemical Co. Coverage Chart | | | | |

Question 4: EPA information indicates that Fireman's Fund issued policies LC2648139, LA2679396, LA3100753, 249MXX80004633, 249MXC5504656, 249MXC80006534, 249MXX80204558, 249MXC80041274, 249MXX80272151, 249MXC80096818, and 249MXP03585712 relating to the Properties. Provide a copy of such policies.

Response:

Per the agreement memorialized in my July 18 e-mail to you, EPA agreed to narrow the scope of Questions 2 and 4 of the Request to (a) the five policies issued by Fireman's Fund that are the subject of litigation between Angeles and Fireman's Fund and (b) policies issued by other insurers to Angeles or Locke, to the extent Fireman's Fund has such policies in its possession. The materials set forth below are contained on the disk enclosed with this letter:

Index of Documents Being Produced by Fireman's Fund to EPA in Response to Question 4

| BATES NO. | DOCUMENT DESCRIPTION | POLICY PERIOD / DATE |
|--|----------------------|----------------------|
| FFIC_EPA_0000001 through FFIC_EPA_0000058 | Policy No. LC2648139 | 1/1/1978 to 1/1/1979 |
| FFIC_EPA_00000059 through FFIC_EPA_0000095 | Policy No. LA2679396 | 1/1/1979 to 1/1/1982 |

| BATES NO. | DOCUMENT DESCRIPTION | POLICY PERIOD / DATE |
|--|------------------------|----------------------|
| FFIC_EPA_00000096 through FFIC_EPA_0000204 | Policy No. LA3100753 | 1/1/1982 to 1/1/1985 |
| FFIC_EPA_00000205 through FFIC_EPA_0000276 | Policy No. MXC5504656 | 1/1/1985 to 1/1/1986 |
| FFIC_EPA_00000277 through FFIC_EPA_0000359 | Policy No. MXC80006534 | 1/1/1986 to 1/1/1987 |

Question 5: To the extent not identified in Questions 2, 3, or 4 above, provide all other evidence of casualty, liability and/or pollution insurance issued or allegedly issued to Angeles, the Locke parties, and/or the Berg/Rosenthal parties, or related to the Properties.

Response:

Fireman's Fund has conducted a good-faith search of its records as well as the documents relating to the litigation among Angeles, the Locke parties, and the Berg/Rosenthal parties. Pursuant to this search, Fireman's Fund has identified documents that evidence policies issued to Angeles, the Locke parties, and/or the Berg/Rosenthal parties, or related to the Properties, but at this time has not found copies of these policies. The enclosed disk contains the following responsive materials:

Index of Documents Being Produced by Fireman's Fund to EPA in Response to Question 5

| BATES NO. | DOCUMENT DESCRIPTION | | | |
|---|--|--|--|--|
| FFIC_EPA_0000421 through FFIC_EPA_0000427 | Letter from Charter Oak to Angeles re defense of McKesson | | | |
| FFIC_EPA_0000428 through FFIC_EPA_0000458 | Angeles FRCP Rule 26 Disclosure including Angeles Insurance Policies | | | |

Question 7: Provide all documents and files that constitute, evidence, or refer or relate to claims made by Angeles, the Locke parties, and/or the Berg/Rosenthal parties, or any other person or entity under any of the policies identified in Questions 2, 3 or 4.

Response:

Per the agreement memorialized in my July 18 e-mail to you, EPA agreed to narrow the scope of Question 7 of the Request to settlement agreements that resolved claims made by Angeles under the policies identified in response to Questions 2 through 4 of the Request, to the extent Fireman's Fund has such documents in its possession. The non-confidential portion of Fireman's Fund's response includes the portions of Angeles' discovery responses that describe how it used the proceeds from these settlements, the name of Mr. Locke's accountant, and portions of Mr. Locke's deposition in which he describes how settlement funds were used. The enclosed disk contains the following materials:

Index of Documents Being Produced by Fireman's Fund to EPA in Response to Question 7

| BATES NO. | DOCUMENT DESCRIPTION |
|--|--|
| FFIC_EPA_0000459 through FFIC_EPA_0000472 | Depo. Transcript of John Locke, individually and as Angeles' PMQ |
| FFIC_EPA_0000473 through FFIC_EPA_0000507 | Angeles Supplemental Rule 26 Disclosure re Amounts Spent on Remediation |
| FFIC_EPA_0000508 through FFIC_EPA_0000540 | Angeles Supplemental Rule 26 Disclosure re Amounts Spent on Remediation |
| FFIC_EPA_0000541 through FFIC_EPA_0000549 | Angeles Amended Responses to FFIC RFPs Set One |
| FFIC_EPA_0000550 through FFIC_EPA_0000555 | Angeles Amended Responses to FFIC SROGS, Set One |
| FFIC_EPA_0000556 through FFIC_EPA_0000576 | Angeles and Locke Responses to FFIC RFAs Set One |

Question 9: Identify all insurance agencies or brokerage firms that placed any casualty, liability and/or pollution insurance policies issued by Fireman's Fund to Angeles, the Locke parties, and/or the Berg/Rosenthal parties, or related to the Properties. Include the name, address, telephone number and time period when the agency placed insurance on behalf of Fireman's Fund as well as the name and current whereabouts, if known, of individuals at the agency or brokerage firm with whom Fireman's Fund communicated and the nature of the communication. If Fireman's Fund believes no agency or brokerage firm was used to place

casualty and/or liability and/or environmental insurance on behalf of Angeles, the Locke parties, and/or the Berg/Rosenthal parties, or related to the Properties, provide an explanation of how such insurance was placed.

Response:

The five insurance policies issued by Fireman's Fund to Angeles, as set forth in response to Question 4, state that that Max Behm & Associates, Inc. was the producer, or insurance broker, that placed the insurance policies for Angeles, the Locke parties, and/or the Berg/Rosenthal parties. Max Behm & Associates no longer exists, as California Secretary of State records show that it was "merged out." According to our research, Max Behm & Associates, Inc. merged with USI Insurance Services, Inc., which is located at the following address:

Warner Center Towers 21600 Oxnard Street, 8th Floor Woodland Hills, California 92367 (818) 251-3000

Question 10: Information obtained by EPA indicates that in previous litigation regarding the Properties, Angeles Chemical Co., Inc., et al. v. McKesson Corporation, et al. (US.D.C., Central District of California, Case No. CV 01-10532-TJH (MCx)), (the "McKesson Action"), there was a settlement involving Angeles, several other potentially responsible parties ("PRPs"), and insurance companies. One component of the settlement reached in the McKesson Action was an agreement between McKesson Corporation ("McKesson") and the plaintiffs: Angeles, the Locke parties, and Greve Financial Services, Inc. ("Greve") for the Angeles facility site cleanup (the "McKesson Settlement"). Provide all documentation establishing payments and/or receipt of monies related to the McKesson Settlement, including, but not limited to, checks, including cancelled checks, invoices, escrow and/or trust statements, bank account statements, billing statements, financial statements or other documentation.

Response:

Per the agreement memorialized in my July 18 e-mail to you, Fireman's Fund is producing Angeles' discovery responses which purport to describe how it spent settlement funds. After conducting a good faith search for any record of such settlements or payments, Fireman's Fund has failed to locate any further documentation establishing payment of monies related to the McKesson Settlement, apart from what has already been produced in response to Question 7.

Index of Documents Being Produced by Fireman's Fund to EPA in Response to Question 10

| BATES NO. | DOCUMENT DESCRIPTION |
|--|--|
| FFIC_EPA_0000459 through FFIC_EPA_0000472 | Depo. Transcript of John Locke, individually and as Angeles' PMQ |
| FFIC_EPA_0000473 through FFIC_EPA_0000507 | Angeles Supplemental Rule 26 Disclosure re Amounts Spent on Remediation |
| FFIC_EPA_0000508 through FFIC_EPA_0000540 | Angeles Supplemental Rule 26 Disclosure re Amounts Spent on Remediation |
| FFIC_EPA_0000541 through FFIC_EPA_0000549 | Angeles Amended Responses to FFIC RFPs Set One |
| FFIC_EPA_0000550 through FFIC_EPA_0000555 | Angeles Amended Responses to FFIC SROGS, Set One |
| FFIC_EPA_0000556 through FFIC_EPA_0000576 | Angeles and Locke Responses to FFIC RFAs Set One |

Question 11: Information obtained by EPA indicates that a second component of the settlement reached in the McKesson Action was a settlement by insurance carriers (the "Carrier Settlement"). To the extent not already answered in response to Question 10 above, provide documentation of payment and/or receipt of monies related to the Carrier Settlement including checks, invoices, escrow and/or trust statements, bank account statements, billing statements, financial statements or other documentation.

Response:

Fireman's Fund has conducted a good faith search, and has not been able to locate any other documentation of payments and/or receipt of monies related to the settlement and resolution of the McKesson Action, aside from what has already been produced in response to Question 7.

Question 12: Information obtained by EPA indicates that a third component of the settlement reached in the McKesson Action was an agreement between the Berg/Rosenthal parties and Angeles, the Locke parties and Greve (the "Berg/Rosenthal Parties Settlement"). To the extent not already answered in response to Question 10 above, provide all documentation establishing payments and/or receipt of monies related to the Berg/Rosenthal

Parties Settlement, including, but not limited to, checks, including cancelled checks, invoices, escrow and/or trust statements, bank account statements, billing statements, financial statements or other documentation.

Response:

Fireman's Fund has conducted a good faith search, and has not been able to locate any other documentation of payments and/or receipt of monies related to the settlement and resolution of the McKesson Action, aside from what has already been produced in response to Question 7.

Question 13: To the extent not already provided in response to the questions above, provide documentation of payment and/or receipt of monies including checks, invoices, escrow and/or trust statements, bank account statements, billing statements, financial statements or other documentation related to the settlement and resolution of the McKesson Action.

Response:

Fireman's Fund has conducted a good faith search, and has not been able to locate any additional documentation of payments and/or receipt of monies related to the settlement and resolution of the McKesson Action, aside from what has already been produced in response to Question 7.

Question 14: Information obtained by EPA indicates that the receipt of settlement proceeds in the McKesson Action was conditioned upon the use of such funds for the remediation of the Properties. Describe any settlement funds used for remediation of the Properties, and provide all documentation evidencing the use of settlement funds by any party for remediation of the Properties.

Response:

Fireman's Fund has no direct knowledge of how Angeles, Locke, or the Berg/Rosenthal parties used settlement funds they obtained from settlements to resolve the McKesson Action. However, as we previously discussed with you, Fireman's Fund served discovery on Angeles and Locke in an attempt to determine what, if any, settlement funds were used for remediation of the Properties. Per our agreement discussed above, Fireman's Fund is producing on the enclosed disk the following materials constituting Angeles' responses to Fireman's Fund's discovery on this issue:

Index of Documents Being Produced by Fireman's Fund to EPA in Response to Question 14

| BATES NO. | DOCUMENT DESCRIPTION |
|--|--|
| FFIC_EPA_0000459 through FFIC_EPA_0000472 | Depo. Transcript of John Locke, individually and as Angeles' PMQ |
| FFIC_EPA_0000473 through FFIC_EPA_0000507 | Angeles Supplemental Rule 26 Disclosure re Amounts Spent on Remediation |
| FFIC_EPA_0000508 through FFIC_EPA_0000540 | Angeles Supplemental Rule 26 Disclosure re Amounts Spent on Remediation |
| FFIC_EPA_0000541 through FFIC_EPA_0000549 | Angeles Amended Responses to FFIC RFPs Set One |
| FFIC_EPA_0000550 through FFIC_EPA_0000555 | Angeles Amended Responses to FFIC SROGS, Set One |
| FFIC_EPA_0000556 through FFIC_EPA_0000576 | Angeles and Locke Responses to FFIC RFAs Set One |

Fireman's Fund reserves the right to supplement and/or amend these responses should other responsive materials or information be identified. Please feel free to contact me if you have any questions about this response.

Respectfully submitted,

Mark D. Plevin

Mark D. Plevin

Attorney for Fireman's Fund Insurance

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nloading, of any suitsmobile, and the Company shall have the right and duty to defend any suit against the insured seeking damages
account of such bedfly injusy or property desauge, even if any of the allegations of the suit are groundless, false or fraudulent, and
any make such investigation and settlement of any claim or suit as it deems expedient, but the Company shall not be obligated to pay
ty claim or judgment or to defend any suit after the applicable limit of the Company's liability has been exhausted by payment of judgents or settlements.

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| POLICY NUMBER | | INSURED | EFFECTIVE |
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| THE AMERICA NATIONAL | IND INSURANCE COMPANY AN INSURANCE COMPANY BUILETY CORPORATION INDESIGNITY CORPORATION | PRODUCER | |
| AMERICAN AUTOI | HORIZE INSURANCE CONTANY | COUNTERSIGNATURE OF AUTHORIZED | AGENT |

COVERAGE PART — COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE CP-00-10

SCHEDULE

THE INSURANCE AFFORDED IS ONLY WITH RESPECT TO SUCH OF THE FOLLOWING COVERAGES AS ARE INDICATED BY SPECIFIC PREMIUM CHARGE OR CHARGES. THE LIMIT OF THE COMPANY'S LIABILITY AGAINST EACH SUCH COVERAGE SHALL BE AS STATED HEREIN, SUBJECT TO ALL THE TERMS OF THIS POLICY HAVING REPERENCE THERETO.

| COVERAGES | | | | MITS OF LIAS | BILITY | |
|--|---|---------------|---|---|--------|-----------|
| C. BODILY INJURY LIABILITY | | ş Pe | ,000 220 | H PERSON H OCCURRE | NCE | |
| D. PROPERTY DAMAGE LIABILITY | | s End | 12. ,000 EAG | Н оссиняе | NCE | |
| | AUTOMOBILE | LIABILITY H | AZAR DS | | | |
| DESCRIPTION OF HAZARDS | | | | | | |
| 1. OWNED AUTOMOBILES-PREMIUM | ASIS-PER AUTOMOBILE | | 100 | | ADVANC | E PREMIUM |
| MODEL YEAR, TRADE NAME AND BODY TYPE; TRUCK SIZE OR HIM SEATING CAPACITY | MOTOH, SENTAL OR IDENTIFICATION NUMBER | WHICH AUTOMOR | FAND STATE IN SILE PRINCIPALLY AND TERH, CODE | CQUE NO. | MODILY | PROPERTY |
| As per Schedule attached | | | | | 6,760. | 1,932. |
| REDACTED Automobile I Commercial vehicles exclu | iability, ding | | | | 2 010 | |
| Private Passenger types | | 4 | | | 2,918. | |
| Private Passenger types | | | | | 2,916. | |
| Private Passenger types | | | · | | 2,916. | |
| Private Passenger types 2. HIRED AUTOMOBILES—PREMIUM BA | SIS-TOTAL COST OF HIRE | | · | | 2,916. | |
| 2. HIRED AUTOMOBILES—PREMIUM BAI | HIRE FOR EACH STATE | | RATES-PE TOTAL COS | ER \$100 F OF HIRE | 2,916. | |
| 2. HIRED AUTOMOBILES—PREMIUM BA | HIRE FOR EACH STATE | | RATES—PE TOTAL COST BODILY INJURY | ER \$100 OF HIRE PROPERTY DAMAGE | 2,916. | |
| 2. HIRED AUTOMOBILES—PREMIUM BA ESTIMATED TOTAL COST OF WHERE THE NAMED IN | HIRE FOR EACH STATE | OST OF HIRE | | PROPERTY | 26. жр | 6.тр |

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

I. COVERAGE C-BODILY INJURY LIABILITY: COVERAGE D-PROPERTY DAMAGE LIABILITY

I. COVERAGE C—BODLY INJURY HABILITY. COVERAGE D—PHOPERTY DAMAGE HABILITY
The Company will pay on behalf of the insuxed all sums which the insuxed shalf become legally obligated to pay as damages because of Coverage C. bodity injury or Coverage D. property damage to which this insurance applies, caused by an occurrence and arising out of the ownership, maintenance or use, including loading and unloading, of any automobile, and the Company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodity injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the Company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the Company's liability has been exhausted by payment of judgments. ments or settlements.

(Continued on Reverse Side)

| POLICY NUMBER | INSURED | EFFECTIVE |
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| 10 264 at 39 | | |
| FIREMAN'S FUND INSURANCE COMPANY THE AMERICAN INSURANCE COMPANY NATIONAL SURETY CORPORATION | РЕОДИК | DEH. |
| ASSOCIATED INDEMNITY CORPORATION AMERICAN AUTOMOBILE INSURANCE COMPANY Organic Sur Bund | COUNTERSIGNATURE OF | AUTHORIZED AGENT |
| PRESIDENT | 70-X | |

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Exclusions

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Exclusions

This insurance does not apply:

(a) to liability assumed by the insured under any contract or agreement;

(b) to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;

(c) to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured or to any obligation of the insured to indemnity another because of damages arising out of such injury; but this exclusion does not apply to any such injury arising out of and in the course of domestic employment by the insured unless benefits therefor are in whole or in part either payable or required to be provided under any workmen's compensation law;

(d) to property damage to (1) property owned or being transported by the insured, or (2) property rented to or in the care, custody or control of the insured, or as to which the insured is for any purpose exercising physical control, other than property damage to a residence or private garage by a private passenger automobile covered by this insurance;

(e) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foragoing, with respect to expenses for first aid under the Supplementary Payments provision;

(f) to bodily injury or property damage arising out of the discharge, dispersal, release or escape of snoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, confaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water; but this exclusion does not apply if such discharge, disporsal, release or escape is sudden and accidental. and accidental

II. PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below:

(a) the named insured:

(b) any partner or executive officer thereof, but with respect to a non-owned automobile only while such automobile is being used in

the business of the named insured:

(c) any other person while using an owned automobile or a hired automobile with the permission of the named insured, provided his actual operation or (if he is not operating) his other actual use thereof is within the scope of such permission, but with respect to beddily infury or property damage arising out of the loading or unloading thereof, such other person shall be an insured only if he is: (1) a lossee or borrower of the automobile, or (2) an employee of the named insured or of such lessee or borrower.

(d) any other person or organization but only with respect to his or its liability because of acts or omissions of an insured under (a),

(b) or (c) above

Mone of the following is an insured; (i) any person while engaged in the business of his employer with respect to bodily injury to any fellow employee of such person injured in the course of his employment; (ii) the owner or lessee (of whom the named insured is a sub-lessee) of a hired automobile or the owner of a non-owned automobile, or any agent or employee of any such owner or lessee; (iii) an sub-lessoc) of a hired automobile or the owner of a non-owned automobile, or any agent or employee of any such owner or lessoc, (iii) an executive officer with respect to an automobile owned by him or by a member of his household; (iv) any person or organization, other than the named insured, with respect to: (1) a motor vehicle withe used with any trailor owned or hired by such person or organization and not covered by like insurance in the Company (except a trailer designed for use with a private passenger automobile and not being used for business purposes with another type motor vehicle), or (2) a trailer while used with any motor vehicle owned or hired by such person or organization and not covered by like insurance in the Company; (v) any person while employed in or otherwise engaged in duties in connection with an automobile business, other than an automobile business operated by the named insured. This insurance does not apply to bodily injury or properly damage arising out of (1) a non-owned automobile used in the conduct of any partnership or joint venture of which the insured is a partner of member and which is not designated in this policy as a named insured, or (2) if the named insured is a partnership, an automobile owned by or registered in the name of a partner thereof.

III. LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, (3) claims made or suits brought on account of bodily injury or property damage or (4) automobiles to which this policy applies, the

(3) claims made or suits brought on account of bodily injury or property damage or (4) automobiles to which this policy applies, the Company's liability is limited as follows:

Coverage C—The limit of bodily injury liability stated in the schedule as applicable to "each person" is the limit of the Company's liability for all damages including damages for care and loss of services, because of bodily injury sustained by one person as the result of any one occurrence; but subject to the above provision respecting "each person", the total liability of the Company for all damages because of bodily injury sustained by two or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the schedule as applicable to "each occurrence".

Coverage D—The total liability of the Company for all damages because of all property damage sustained by one or more persons are organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in the schedule as applicable to "each occurrence".

Coverages C and D—For the purpose of determining the limit of the Company's liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

IV. POLICY TERRITORY

This insurance applies only to bodily injury or property damage which occurs within the territory described in paragraph (1) or (2) of the definition of policy territory.

V. ADDITIONAL DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of the policy):
"automobile business" means the business or occupation of selling, repairing, servicing, storing or parking automobiles:
"hired automobile" means an automobile not owned by the named insured which is used under contract in behalf of, or loaned to, the named insured, provided such automobile is not owned by or registered in the name of (a) a partner or executive officer of the named insured or (b) an amployee or agent of the named insured who is granted an operating allowance of any sort for the use of such

"non-owned automobile" means an automobile which is neither an owned automobile nor a hired automobile:
"owned automobile" means an automobile owned by the named insured:
"private passenger automobile" means a four wheel private passenger or station wagon type automobile:
"trailor" includes semi-trailer but does not include mobile equipment.

VL ADDITIONAL CONDITIONS

Excess insurance — Hired and Non-Owned Automobiles

A. With respect to a hired automobile or a non-owned automobile, this insurance shall be excess insurance over any other valid and

collectible insurance available to the insured.

B. Out of State Insurance. It under the provisions of the motor vehicle financial responsibility law or the motor vehicle compulsory insurance law or any similar law of any state or province, a non-resident is required to maintain insurance with respect to the operation or use of a motor vehicle in such state or province and such insurance requirements are greater than the insurance provided by the policy, the limits of the Company's liability and kinds of coverage afforded by the policy shall be as set forth in such law, in fieu of the insurance otherwise provided by the policy, but only to the extent required by such law and only with respect to the operation or use of a motor vehicle in such state or province; provided that the insurance under this provision shall be reduced to the extent that there is other valid and collectible insurance under this or any other motor vehicle insurance policy. In no event shall any person be entitled to receive duplicate payments for the same elements of loss. This endotsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

BASIC AUTOMOBILE LIABILITY INSURANCE — GARAGE INSURANCE

SINGLE LIMIT OF LIABILITY CP-03-24

It is agreed that the provisions of the policy captioned "LIMITS OF LIABILITY" relating to **Bodily Injury** Liability and **Property Damage** Liability are amended to read as follows:

LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, (3) claims made or suits brought on account of bodily injury or property damage or (4) automobiles to which this policy applies, the Company's liability is limited as follows:

Bodily Injury Liability and Property Damage Liability:

The limit of liability stated in the schedule of this endorsement as applicable to "cach occurrence" is the total limit of the company's liability for all damages because of bodily injury, including damages for care and loss of services, or property damage as a result of any one occurrence, provided that with respect to any one occurrence for which notice of this policy is given in lieu of security or when this policy is certified as proof of financial responsibility had responsibility had be applied to provide the separate limits required by such law for bodily injury liability and for property damage liability to the extent of the coverage required by such law, but the separate application of such limit shall not increase the total limit of the Company's liability.

SCHEDULE

| | Coveráges | Limits o | l Liability |
|--------------------------|--|--|---------------------|
| Bodily Injury Liabili | ty and Property Damage Liability | \$ 500 | 000 each occurrence |
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COVERAGE PART — AUTOMOBILE PHYSICAL DAMAGE INSURANCE CP-18-18 (PLEET AUTOMATIC)

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The Company will pay uncer:

TOWING COVERAGE—for towing and labor costs necessitated by the disablement of covered universal formed at the place of disablement.

SUPPLEMENTARY PAYMENTS

In addition to the applicable limits of liability, the Company will:

(a) with respect to such transportation insurance as is allerted herein, pay general average and salvage charges for which the named insured becomes legally liable;

(b) reimburse the named insured, in the event of a their covered by this insurance of an entire covered automobile of the private passenger type (not used as a public or livery conveyance and not, at time of their, being held for sale by an automobile dealer), for expense incurred for the rental of a substitute for such covered automobile during the period commencing 48 hours after such their has been incurred for the rental of a substitute for such covered automobile during the period commencing 48 hours after such their has been (Continued on Reverse Side)

| POLICY NUMBER | INBURED | EFFECTIVE |
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| ASSOCIATED INDEMNITY CORPORATION AMERICAN AUTOMOBILE INSURANCE COMPANY Myra Au Bain PRESIDENT | COUNTERSIGNATURE OF | AUTHORIZED AGENY |

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day not $100 total.

Such insurance as is afforded under each coverage applies separately to each covered automobile, and a land motor vehicle and one or more tradient or semitrailers, algained thereta shall be held to be separate covered automobiles as respects limits of hability and any deductible provisions applicable thereta.

Exclusions

This insurance does not apply:
              Excussions

This insurance does not apply:

(a) to any covered automobile while used as a public or livery conveyance, unless such use is specifically declared and described in the schedule;
         (a) to any covered automobile while used as a public or livery conveyance, unless such use is specifically declared and described in the schedule;

(b) to damage which is due and confined to: (i) wear and tear, or (ii) freezing, or (iii) mechanical or electrical breakdown or failure, unless such damage is the result of other loss covered by this insurance, (c) to lives, unless (i) loss be coincident with and from the same cause as other loss covered by this insurance; or (ii) damaged by fire, by maticious mischief or vandalism or stolen and, as to the covered automobile, loss caused by such damage or theil is covered by his insurance; (d) to loss due to (i) war, whether or not declared, civil war, insuranceiton, tebellion or revolution, or lo day act or condition incident lo may of the foregoing; (ii) radiocolive contamination;

(e) to loss to (i) any device or instrument designed for the recording, reproduction, or recording and reproduction of sound unless such device or instrument adapted for the recording, reproduction, or teoriding the production of sound;

(ii) to loss to a camper body dasigned for use with a covered automobile (iii) any tape, when record disc or other medium for use with any device or instrument designed for use with a covered automobile and not designated in the schedule and for which no premium has been charged if such camper body was owned at the incupition of the policy period or the inception of any renewal or extension period (c) under the Commencer and Their expenses to least such as a policy period or the inception of any renewal or extension period (c) under the Commencer.
           thereof.

(g) under the Comprehensive and Their coverages, to loss or damage due to conversion, embezziement or secretion by any person in possession of a covered nutemobile under a ballment loane, conditional sale, purchase agreement, mortgage or other encumbrance, (h) under the Collision coverage, to breakage of glass if insurance with respect to such breakage is otherwise alterded herein;

(i) under the Windstorm, Hati, Earthquake or Explosion and Combined Additional coverages, to loss resulting from rain, snow or sleet, whether or not wind-diven.
         II. LIMIT OF LIABILITY
The limit of the Company's liability for less to any one covered automobile shall not exceed the least of the following amounts:

(a) the actual cash value of such covered automobile, or if the less is to a part thereof the actual cash value of such part, at time of
            loss or"

(b) what it would then cost to repair or replace such covered automobile or part thereof with other of like kind and quality, with deduc-
           to want it was a second of the schedule of applicable to "each covered automobile" under the coverage afforded for the less to find the limit of liability stated in the schedule of applicable to "each covered automobile, provided that if such limit of liability is expressed as a stoted amount it shall, with respect to a covered automobile nowly acquired during the policy period and not described in the schedule, be deemed as having been replaced by "actual and in the schedule,"
        cash value";
and, subject to the above provisions, shall not in any event exceed the amount, if any, stated in the schedule as the "maximum limit of liability" applicable to "any one covered automobile."
The total limit of the Company's liability for all loss directly attributable to a single happening out of which loss occurs shall not exceed: (a) as to all covered automobiles at any one location, the amount, if any, stated in the schedule as the "maximum limit of liability" applicable thereto, subject to the above provisions respecting any one covered automobile;
(b) as to all covered automobiles, the amount, if any, stated in the schedule as the "maximum limit of liability" applicable thereto, subject to the above provisions respecting (i) any one covered automobile and (ii) any one location.
        IL POLICY PERIOD. TERRITORY, PURPOSES OF USE

This insurance applies only to less which occurs during the policy period, while the covered automobile is within the United States of America, its territories or possessions, or Canada, or is being itansported between ports thereof and, if a covered automobile described in the schedule, is maintained and used for the purposes stated therein as applicable thereto.
In the schedule, is maintained and used for the purposes stated therein as applicable thereto.

If ADDITIONAL DEFINITIONS

When used in reference to this insutance (including endersements forming a part of the policy):
"comper body" means a body designed to be mounted upon a covered automobile and equipped as sleeping or living quarters,
"collision" means (i) dollision of a covered automobile with another object or with a vehicle to which it is attached, or (ii) upset of such covered automobile;
"conversed automobile;" means (i) a land motor vehicle of the truck, pick-up, express, sedan or panel delivery type, including truck-type tractors, trailors and semiliculiers, used for the iransportation or delivery of goods or metchandise or for other business purposes, or (ii) an altered private passenger type vehicle uned for retail or wholesaile delivery.
"covered automobile" means a land motor vehicle, trailer or semitrailer, including its aquipment and other equipment permanently attached thereto (but not including tobes, wearing appeal, or personal effects), which is either
(a) designated in lite schedule, by description or otherwise, as a covered automobile to which this insurance applies and is: (i) owned by the amoned insured, or (ii) leased to the named insured for a term of not lease except sittler as an operator employed by the named insured of the irrepation or exchange, or.
(b) if not as designated, such vehicle is newly acquired by the named insured during the policy period provided, however, that: (i) it replaces or described covered automobile, or as of the date of its delivery this insurance applies to all covered automobiles, and (ii) the named insured of orbits the Company within 30 days following such delivery the insurance applies to all covered automobiles, and (iii) the named insured activity makes a periodically stated otherwise by endorseasient forming a part of the policy;
"private passenger type" means, 4-wheel land motor vehicle of the private passenger of station wagen type:
"as to "purpos
           IV. ADDITIONAL DEFINITIONS
   V. CONDITIONS

None of the Conditions of the policy shall apply to this insurance except "Fremium", "Inspection and Audit", "Subrogation", "Changes", "Assignment", "Cancellotion", and "Declarations". This insurance shall also be subject to the following additional Conditions:

Named Insured's Duttes in Event of Loss
In the event of loss the named insured shall:

(a) protect the covered automobile, whether or not this insurance applies to the loss, and any further loss or damage due to the named insured's failure to protect shall not be recoverable under this insurance, reasonable expenses incurred in alterding such protection shall be deemed incurred at the Company's request;

(b) give notice thereof as soon as practicable to the Company or any of its authorized agents and also, in the event of their or incony.
(b) give notice thereof as soon as practicable to the Company or any of its authorized agents and also, in the event of their or incenty, to the police;
(c) file with the Company, within 9) days after loss, his sworn proof of less in such form and including such information as the Company reasonably require and, upon the Company's request, shall exhibit the damaged property and submit to examination under only, (d) cooperate with the Company and, upon the Company's request, shall easist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the named insured because of loss with respect to which this insurance applies, and shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses;
but the named issured shall not, except at his own cost, voluntarily make any payment, assume any obligation, offer or pay any reward for recovery of stellar property or incur any expense other than as specifically provided in this insurance.

Payment for Loss
With respect to any loss covered by this insurance, the Company may pay for said less in money, or may:
(a) repair or replace the damaged or stellar property to the named insured, with payment for any resultant damage thereto, at any time before the less is so paid or the property is so replaced, or
(c) take all or any part of the damaged or stellar property of the agreed or appraised value, but there shall be no abandonment to the Company.
but there shall be no abandonment to the Company.

Appraisal

If the named insured and the Company fail to agree as to the amount of loss, either may, within 50 days after proof of loss is lifed, demand an appraisal of the loss. In such event the named leaved and the Company shall each select a competent appraiser, and the appraisers shall select a competent and distincterated unplies. The appraisers shall state separately the actual cash value and the amount of loss and felling to agree shall submit their differences to the unpixe. An award in writing of any two shall determine the amount of loss. The named insured and the Company shall each pay its chosen appraiser and shall bear equally the other expenses of the appraisal and umpite.

The Company shall not be held to have waived any of its rights by any act relating to appraisal.

Action Against Company
No action shall is against the Company unless, as a condition precedent thereto, there shall have been full compliance with all the torms of this insurance nor until 36 days after proof of loss is filled and the amount of loss is determined as provided in this insurance.

Other Insurance
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12 ETRO 7.5 PARTY TO THE TAX OF T

Other Insurance I the camed insured has other insurance against a less covered by this insurance, the Company shall not be liable under this insurance for a greater proportion of such less than the applicable limit of liability stated in the schedule hours to the total applicable limit of liability at all valid and collectible insurance against such less provided, however, with respect to any covered automobile newly acquired during the policy period and not described in the schedule, this insurance shall not apply to any less against which the named insured has other valid and collectible insurance.

No Bonellt to Bailee

The Benefit to Bailee

None of the provisions of this insurance shall inure directly at indirectly to the benefit of any carrier or other bailee for hire.

Terms of thus insurance, which are in capitled with the statutes of the state wherein this insurance is issued are hereby amended to conform to such playing.

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| CO | VERAGE PART — UNINSU | RED MOTORISTS INSURANCE CP-00-25 | |
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(Continued from Obverse Side)

"highway vehicle" means a land motor vehicle or trailer other than
(a) a farm type tracter or other equipment designed for use principally oil public roads, while not upon public roads.
(b) a vehicle operated on rails or creawler-treads, or
(c) a vehicle while located for use as a residence or premises;
"hit-and-run vehicle" means a highway vehicle which closes bodily injury to an insured arising out of physical contact of such vehicle with the insured or which which the insured is occupying at the time of the accident, provided:
(c) there cannot be accordationed the identity of either the appeared or owner of such highway vehicles:
(b) the insured or someone on his behalf shall have reported the accident within 30 days thereafter a statement under onth that the insured or to shad a shall have reported the accident within 30 days thereafter a statement under onth that the insured or his legal representative has a cause or causes of action arising out of such accident for damages against a person or persons whose identity is unaccertainable, and setting forth the facts in support thereof; or inspection the vehicle which the insured was occupying at the time of the accident." Insured highway vehicles are unaccertainated to the accident. "Insured highway vehicles" means a highway vehicles.

Insured highway vehicles" means a highway vehicles to which the bedily injury, lipbility coverage of the policy applies.

(b) while temporarily used as a substitute for an insured highway vehicle as described in subparagraph (a) above, when withdrawn from normal use because of its breactedown, repair, servicing, loss at destruction;

(c) while being operated by the named or designated insured or by the spouse of either if a resident of the same household;

while the insured highway vehicle while he household as a vehicle while being used of any realed in this policy. (ii) a vehicle while being used of any endering the same household;

(b) while being operated by the named of designated insured or by the spouse of either if a re

agency of any of the foregoing VL ADDITIONAL CONDITIONS

VI. ADDITIONAL CONDITIONS
A. Promium.
If during the policy period the number of insured highway vehicles owned by the named insured as spouse or the number of decler's license olders issued to the named insured changes, the named insured shall notify the Company during the policy period of any change and the premium shall be adjusted in ancerdance with the manuals in use by the Company. If the samed premium thus computed exceeds the advance premium boid, the named insured shall pay the excess to the Company. If the samed premium thus computed exceeds the advance premium poid, the named insured shall pay the excess to the Company. If the samed promium thus computed exceeds the advance premium then company shall return to the named insured the uncorred portion poid by such insured.

B. Proof of Cistim Medical Reports.
As soon as practicable, the insured or other person making claim shall give to the Company written proof of claim, under oath it required, including hill particulars of the nature and extent of the injuries, treatment, and other details entering into the determination of the amount payable hereunder. The insured and every other person making claim hereunder shall submit to examinations under eath by any person tamed by the Company and subscribe the same, as other as may reasonably be required. Proof of claim shall be made upon forms furnished by the Company unless the Company shall have failed to furnish such forms within 15 days after receiving notice of claim.

notice of claim.

This injured person shall submit to physical examinations by physicians selected by the Company when and as often as the Company are recently any reasonably require and he, or in the event of his incapacity his legal representative, or in the event of his death his legal representative or the person or persons entitled to sue therefor, shall upon each request from the Company execute authorization to enable the Company to obtain medical reports and copies of records.

C. Assistance and Cooperation of the Insured.

After notice of claim under this insurance, the Company may require the insured to take such action as may be necessary or appropriate to preserve his right to recover damages from any person or organization alleged to be legally responsible for the beddly injury; and in any action against the Company, the Company may require the insured to take such person or organization as a party detending.

D. Notice of Legal Action.

II, before the Company makes payment of loss hereunder, the insured or his legal representative shall institute any legal action for beddly injury against any person or organization legally responsible for the use of a highway vehicle involved in the accident, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded immediately to the Company by the insured or his legal representative.

E. Other Insurance.

With respect to boddly injury to an insurance while accupying a highway vehicle not owned by the named insured, this insurance shall

E. Other Insurance.

With respect to bodily injury to an insured while occupying a highway vehicle not owned by the named insured, this insurance shall apply only as excess insurance over any other similar insurance available to such insured and applicable to such vehicle as primary insurance, and this insurance shall then apply only in the amount by which the limit of liability of this coverage exceeds the applicable limit of liability of such other insurance.

Except as provided in the foregoing paragraph, if the insured has other similar insurance available to him and applicable to the accident the damages shall be deemed not to exceed the higher of the applicable limits of liability of this insurance and such other insurance, and the Company shall not be liable for a greater proportion of any loss to which this coverage applies than the limit of liability personnel bears to the sum of the applicable limits of liability of this insurance and such other insurance.

F. Arbitation.

F. Arbitection.
If my person making claim hereunder and the Company, do not agree, that such person is legally entitled to recover damages from the owner or operator of an uninsured highway vehicle because of bodily tajury to the insured, or do not agree as to the amount of payment which may be owing under this lisurance, then, upon written defented of sither, the matter or matters upon which such person and the Company do not agree shall be settled by orbitation, which shall be captured to incordance with the rules of the American Arbitration Association unless other means of conducting the arbitration are agreed to between the insured and the Company, and judgment upon the award rendered by the arbitrators may be intered in any court having jurisdiction thereof, buch person and the Company each agree to consider itself bound and to be, bound by any award made by the arbitrators pursuant to this insurance.

in the event of payment to any person under this insurance:

(a) the Company shall be entitled to the extent of such payment to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of such person against any person or arganization legally responsible for the bodily injury because

exercise of any rights of recovery of such person against any porson or organization legally responsible for the bodily injury because of which such payment is made;

(b) such person shall hold in trust for the benefit of the Company all rights of recovery which he shall have against such other person or organization because of the damages which are the subject of claim made under this insurance;

(c) such person shall do whatever is proper to secure and shall do nothing after loss to prejudice such rights;

(d) if requested in writing by the Company, such person shall take, through any representative designated by the Company, such action as may be necessary or appropriate to recover such payment as damages from such other person or organization, such action to be taken in the name of such person; in the event of a recovery, the Company shall be reimbursed out of such recovery for expenses, costs and extremely less incurred by it in connection therewith:

(a) such person shall execute and deliver to the Company such instruments and papers as may be appropriate to secure the rights and abliquitors of such person and the Company established by this provision.

H. Payment of Loss by the Company.

Any amount due hereunder is payable.

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Any amount one necessary as a factor of the parent or guardian, or

(b) If the insured be a minor to his parent or guardian, or

(c) If the insured be deceased to his surviving apouse, otherwise

(d) to a person authorized by law to receive such payment or to a person legally entitled to recover the damages which the payment of the pa represents, provided, the Company may at its option pay any amount due hereunder in accordance with division (d) bereof

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This endersentent modifies such insurance as is afforded by the provisions of the policy relating to the following: UNINSURED MOTORISTS INSURANCE

CALIFORNIA AMENDMENT CP-04-51

It is ogreed that

t. Exclusion (a) is amended to read as follows:

(c) so as to inure directly or indirectly to the benefit of any workmen's compensation or disability benefits carrier or any person or organization qualifying as a self-insurer under any workmen's compensation, disability benefits law or any similar law or directly to the benefit of the United States or any state or political subdivision thereof.

- 2. Subsections (h), (c) and (d) of the provision entitled "Limits of Limits" are replaced by the following:
- (b) Any loss payable under the terms of this insurance to or for any person shall be reduced by:
- (1) the amount paid and the present value of all amounts payable to him under any workmen's compensation law, exclusive of non-occupational discbility benefits;
- (2) the amount the leaved is entitled to :ecover from any other person insured under the hedily injury liability coverage of the policy; and (3) all sums paid by or on behalf of the owner or operator of the unhanced highway vehicle and any other person or organization jointly or severally liable together with such owner or operator for boddly injury to an insured.
- (c) The Company shall not be obligated to pay under this insurance that part of the damages which the insured may be entitled to recover from the owner or operator of an unlessured highway vehicle which represents expenses for medical services paid or payable under the Automobile Medical Payments Coverage of the policy.
- 3. Paragraph (a) of the definition of "milesored highway vehicle" is amended to read as follows:
- (a) a highway vehicle with respect to the ownership, maintenance or use of which there is, in at least the amounts specified by the financial responsibility law of the state in which the insured highway vehicle is principally garaged, no hedly injury liability bond or insurance policy applicable at the time of the accident with respect to any person or organization legally responsible for the use of such vehicle, or with respect to which there is a hedly injury liability bond or insurance policy applicable at the time of the occident but the company writing the same denies coverage thereunder or refuses to admit coverage thereunder except conditionally or with reservation or such company is or becomes insolvent or
- 4. The Condition entitled "Other harmone" is replaced by the following:

Other burerence

With respect to bodily injery to any insured eccepting a highway vehicle (other than a highway vehicle which is owned by the asserted) to which the bodily injery liability coverage of the policy applies, the insurance hereunder shall not apply if the owner of such vehicle has insurance similar to that provided for herein.

Subject to the preceding paragraph, if the instance has other similar insurance available to him, any damages, including damages for care and loss of services because of bedily injury shall be deemed not to exceed the higher of the applicable limits of the respective coverages and such damages including damages for care and loss of services because of bodily injury shall be pro-rated between such coverages in such proportion as each coverage bears to the total of such limits.

5. The Condition smilled "Arbitration" is amended to read as follows:

Arbitration. If any person making claim hereunder and the Campany do not agree that such person is legally entitled to recover damages from the owner or operator of an unbustred highway vehicle because of beddy injury to the insured, or do not agree as to the amount of payment which may be owing under this insurance, then, upon written demand of either, the matter or matters upon which such person and the Company do not agree shall be settled by a single neutral arbitrator, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Such person and the Company each agree to consider itself bound and to be bound by any award made by the arbitrator pursuant to this insurance.

8. The Condition entitled "Action Against Company" is amended to read as follows:

Action Against Company. No action shall its against the Company unless, as a condition precedent thereto, the insured or his legal representative has fully compiled with all the terms of this policy nor unless within one year from the date of accident:

- (a) suit for healty injury has been filed against the uninsured material in a court of competent jurisdiction, or
- (b) agreement as to the amount due under this coverage has been concluded, or
- (c) the insured or his legal representative has formally instituted orbitation proceedings.

FIREMAN'S FUND INSURANCE COMPANY
THE AMERICAN INSURANCE COMPANY
NATIONAL SURETY CORPORATION
ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY

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PRESIDENT

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| COVERAG | E PART — AUTOMOBI | LE MEDICAL PA | YMENTS INSURANCE CP-00 | J-15 . |
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| covi | ERAGE | 1 | LIMIT OF LIABILITY | ADVANCE PREMIUM |
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| | DESIGNATED PER | RSON INSURED | | |
| | | | | » s 180, |
| | DESIGNATION | OF AUTOMOBILES- | TOTAL ADVANCE PREMIUM | - 13 |
| (1) ANY OWNED AUTOMO | | | | |
| (2) ANY HIRED AUTOMOB | | | | |
| (3) ANY LICENSED OWNE | D PRIVATE PASSENGER AUTO | OMOBILE | -, | |
| (4) ANY AUTOMOBILE DES | SCRIBED IN THE SCITEDULE | AND DESIGNATED " | M_P," | |
| (5) ANY NON-OWNED AUT | COMOBILE | | | |
| (6) | | | | |
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| The Company will pay all reason Division 1, to or for each person being used by a person for who Division 2, to or for each insure being struck by a highway vehicle Exclusions | n who sustains bodily inju m bodily injury liability ins d who sustains bodily inju | ry, caused by accid | ent, while occupying a designa under this policy with respect to | led automobile which i such use; |
| This insurance does not apply: (a) to bodily injury to any personoss, it benefits therefor are in w (b) to bodily injury due to war, v to any of the foregoing; (c) under Division 1, to bodily in named insured, but this exclusion the named insured unless benefit compensation law; (d) under Division 2, to bodily in use of any insured by any person | hole or in part either payar whether or not declared, civi njury to any employee of the n does not apply to any su its thorefor are in whole or njury sustained while occur | ble or required to be il war, insurrection, r he named insured a sch bodily injury aris or in parl either pay pying a highway ve | ebellion or revolution, or to any rising out of and in the course of a able or required to be provide hicle owned by any insured, or | act or condition incider to of employment by the domestic employment b d under any workmen |
| II. PERSONS INSURED - DIVISIO | ON 2 | | Fig. 4 may 2 | |
| Each of the following is an insur | | the extent set forth | below | |
| (a) any person designated as ins (b) while residents of the same t and if such designated person st | and all an auch designate | ed person, his spous as an insured at the | e and the relatives of either; time of such death shall contin | ue to be an insured. |
| III. LIMIT OF LIABILITY Regardless of the number of (1) claims made or suits brought on for medical payments stated in incurred by or on behalf of each When more than one medical pothan the amount of the highest ap | persons or organizations what account of bodily injury or the schedule as applicable the person who sustains bod tyments coverage afforded | no are insureds under (4) designated auto to "each person" i | er this policy, (2) persons who s mobiles to which this policy app s the limit of the Company's li- sult of any one accident. | sustain bodily injury, (3 blies, the limit of liability iability for all expense |
| IV. ADDITIONAL DEFINITIONS The additional definitions applied | able to automobile bodily in | njury liability insure | ance also apply to this insuran | nce; and when used b |
| reference to this insurance (inclu "designated automobile" means | | | | |
| (w) an automobile but owned by | the named insured while | tom vertrily used as | a substitute for an owned autor | nobile designated in th |
| schedule when withdrawn from r | normal use for servicing or | tepair or pecause o | I He Pledroom! tosa of desired | ion, and |
| (b) a trailer designed for use with and if not a home, office, store, d | lisplay or passenger trailer; | omobile, il not being introd on Reverse Sic | | another type automobil |
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"highway yehicle" means a land motor vehicle or trailer other than

- (a) a farm type tractor or other equipment designed for use principally off public roads, while not upon public roads,
- (b) a vehicle operated on rails or crawler-treads, or
- (c) a vehicle while located for use as a residence or premises;

"medical expense" means expenses for necessary medical, surgical, x-ray and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services;

"occupying" means in of upon or entering into or alighting from.

V. POLICY PERIOD: TERRITORY

This insurance applies only to accidents which occur during the policy period within the territory described in paragraph (1) or (2) of the definition of policy territory.

VL ADDITIONAL CONDITIONS

A. Medical Reports: Proof and Payment of Claim

As soon as practicable the injured person or someone on his behalf shall give to the Company written proof of claim, under outh if required, and shall, after each request from the Company, execute authorization to enable the Company to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by the Company when and as often as the Company may reasonably require. The Company may pay the injured person or any person or organization rendering the services and such payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute an admission of liability of any person or, except hereunder, of the Company.

B. Excess Insurance

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Except with respect to an owned automobile, the insurance under Division 1 shall be excess insurance over any other valid and collectible automobile medical payments or automobile medical expense insurance. The insurance under Division 2 shall be excess insurance over any other valid and collectible automobile medical payments or automobile medical expense insurance available to the insurance any other policy.

C. Non-Applicability of Subregation Condition

The Subrogation Condition does not apply to the Automobile Medical Payments Coverage.

MEXICO MOTORISTS - SPECIAL ADDITIONAL PROVISION

WARHING

Unless you have automobile insurance written by a Mexican insurance company, you may spend many hours or days in juil, if you have an accident in Mexico. Insurance coverage should be secured from a company licensed under the laws of Mexico to write such insurance in order to avoid complications and some other penalties possible under the laws of Mexico, including the possible impoundment of your automobile.

PIREMAN'S FUND INSURANCE COMPANY
THE AMERICAN INSURANCE COMPANY
NATIONAL SURETY CORPORATION
ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY

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LOSS PAYABLE CLAUSE

Loss or damage, if any, under the policy shall be payable as interest may appear to the Lienholder as shown below and this insurance as to the interest of the Bailment Lessor, Conditional Vendor, Mortgagee or other secured party or Assignee of Bailment Lessor, Conditional Vendor, Mortgagee or other secured party (herein called the Lienholder) shall not be invalidated by any act or neglect of the Lessee, Mortgager, Owner of the within described automobile or other Debtor nor by any change in the title or ownership of the property; provided however, that the conversion, embezzlement or secretion by the Lessee, Mortgagor, Purchaser or other Debtor in passession of the property insured under a bailment lease, conditional sale, mortgage or other security agreement is not covered under such policy, unless specifically insured against and premium paid therefor; and provided, also, that in case the Lessee, Mortgagor, Owner or other Debtor shall neglect to pay any premium due under such policy the Lienholder shall, on demand, pay the same.

Provided also, that the Lienholder shall notify the Company of any change of ownership or increase of hazard which shall come to the knowledge of said Lienholder and, unless permitted by such policy, it shall be noted thereon and the Lienholder shall, on demand, pay the premium for such increased hazard for the term of the use thereof; otherwise such policy shall be null and void

The Company reserves the right to cancel such policy at any time as provided by its terms, but in such case the Company shall notify the Lienholder when not less than ten days thereafter such concellation shall be effective as to the interest of said Lienholder therein and the Company shall have the right, on like notice, to concel this agreement.

If the insured latts to render proof of loss within the time granted in the policy conditions, such Lienholder shall do so within sixty days thereafter, in form and manner as provided by the policy, and further, shall be subject to the provisions of the policy relating to appraisal and time of payment and of bringing suit.

Whenever the Company shall pay the Lienholder any sum for loss or damage under such policy and shall claim that, as to the Lessee, Marigagor, Owner or other Debiar, no liability therefor existed, the Company shall, to the extent of such payment, be thereupon legally subrogated to all the rights of the party to whom such payment shall be made, under all securities held as colaised to the debt, or may at the option, pay to the Lienholder the whole principal due or to grow due on the martgage or other security agreement with interest, and shall thereupon receive a full assignment and transfer of the mortgage or other security agreement and of all such other securities; but no subrogation shall impair the right of the Lienholder to recover the full amount of its claim.

Whenever a payment of any nature becomes due under the policy, separate payment may be made to each party at interest provided the Company protects the equity of all parties.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements or limitations of such palicy, other than as above stated.

| | LIENHOLDEN | | | | | | | |
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| NAME | 400 | ADDRESS | | | | | | |
| POLICY NUMBER | INSURED CO. | EFFECTIVE | | | | | | |
| FIREMAN'S FUND INSURANCE COMPAI THE AMERICAN INSURANCE COMPAN NATIONAL SURETY CORPORATION ASSOCIATED INDEMNITY CORPORATIO | T COL | PRODUCER | | | | | | |
| Myrn Du Band | COUNTERBIGNATURE | COUNTERSIGNATURE OF AUTHORIZED AGENT | | | | | | |

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LOSS PAYABLE CLAUSE

(Optional - Pacific Coast Form)

NAME AND ADDRESS OF LOSS PAYEE

Bank of America 1840 Long Beach Blvd. Long Beach, CA 90806

SECTION BEST WINDOW SECTION OF THE WINDS ASSESSED FOR THE SECTION OF THE SECTION

REFERENCE TO "PROPERTY" IN THIS ENDORSEMENT MEANS:
1976 Buick Regal #0110 1977 Mercury Marquis Brougham Cpe. #9706 1977 Oldsmobile Cutless Supreme #3689 1976 Jaguar XJS Coupe #2287

With respect to the interest of the Lienholder named as Loss Payee above, its successors and assigns, (hereinafter called the Lienholder) in its capacity as conditional Vondor or Mortgagee or otherwise, in the property insured under this policy, this Company hereby agrees

- 1. Loss or damage, if any, to the property described in this policy shall be payable firstly to the Lienholder and secondly to the insured, as their interests may appear, provided nevertheless that upon demand by the Lienholder upon the Company for separate settlement the amount of said loss shall be paid directly to the Lienholder to the extent of its interest and the balance, if any, shall be payable
- 2. The insurance under this policy as to the interest only of the Lienholder shall not be impaired in any way by any change in the title or ownership of the property or by any breach of warranty or condition of the policy, or by any omission or neglect, or by the performance of any act in violation of any terms or conditions of the policy or because of the subjection of the property to any conditions, use or operation not permitted by the terms or because of any false statement concerning this policy or the subject thereof, by the insured or the insured's employees, agents or representatives; whether occurring before or after the attachment of this agreement, or whether before or after the loss; PROVIDED, however, that the wrongful conversion, embezzlement or secretion by the Purchaser, Mortgagor, or Lessee in possession of the insured property under mortgage, conditional sale contract, lease agreement, or other contract is not covered under this policy, unless specifically insured against and premium paid therefor. ically insured against and premium paid therefor.
- 3. In the event of failure of the insured to pay any premium or additional premium which shall be or become due under the terms of this policy, this Company agrees to give written notice to the Lienholder of such non-payment of premium after sixty (60) days from and within one hundred and twenty (120) days after due date of such premium and it is a condition of the continuance of the rights of the Lienholder hereunder that the Lienholder when so notified in writing by this Company of the failure of the insured to pay such premium shall pay or cause to be paid the premium due within ten (10) days following receipt of the Company's demand in writing thorefor. If the Lienholder shall decline to pay said premium or additional premium, the rights of the Lienholder under this Automobile Loss Payable Endorsement shall not be terminated before ton (10) days after receipt of said written notice by the Lienholder.
- 4. If the Company elects to cancel this policy in whole or in part for non-payment of premium, or for any other reason, the Company will torward a copy of the cancellation notice to the Lienholder at its office specified hereinafter concurrently with the sending of notice to the insured but in such case this policy shall continue in force for the bonefit of the Lienholder only for ten (10) days after written notice of such cancellation is received by the Lienholder. In 100 event, as to the interest only of the Lienholder, shall cancellation of any insurance under this policy covering the property described in the policy be effected at the request of the insured before ten (10) days after written notice of request for cancellation shall have been given to the Lienholder by the Company. In the event of cancellation of this policy the unearned premium shall be paid to the Lienholder, provided the said Lienholder has advanced the premium.
- 5. If there be any other insurance upon the within-described property, this Company shall be liable under this policy as to the Lieuholder only for the proportion of such loss or damage that the sum bereby insured bears to the whole amount of valid and collectible insurance of similar character on said property under policies held by, payable to and expressly consented to by the Lienholder; and to the extent of payment so made this Company shall be subroguted (pro rata with all other insurers contributing to said payment) to all of the Lienholder's rights of contribution under said other insurance.
- 6. Whenever this Company shall pay to the Lienholder any sum for loss or damage under this policy and shall claim that as to the insured no liability therefor exists, this Company at its option, may poy to the Lienholder the whole principal sum and interest due or to become due from the insured on the obligation secured by the property insured under this policy, (with refund of all interest not accrued), and this Company shall thereupon receive a full assignment and transfer, without recourse, of said obligation and the security held as collateral thereto; but no subrogation shall impair the right of the Lienholder to recover the full amount of its claim.
- 7. The coverage granted under this policy shall continue in full force and effect as to the interest of the Lichholder only, for a period of The covering granted that policy shall be properly in renewal, thereof with loss thereunder payable to the Lienholder in accordance with the terms of this Automobile Loss Payable Endorsement shall have been issued by some insurance company and accepted by the Lienholder. In the event of a loss not otherwise covered during the extended ten (10) day period herein referred to, an annual policy covering the same hazards to the property insured under the original policy shall be issued and accepted by the Lienholder and Mortgagor.
- 8. Should the ownership and right of possession of any of the property covered under this policy become vested in the Lienholder or its agent, this policy shall continue for the term thereof for the benefit of the Lienholder (with all incidents of government) but, in such event, Paragraphs two (2), five (5) and six (6) of this Automobile Loss Payable Endorsement shall no longer apply; provided, nevertheless, all privileges and endorsements which, by reason of the printed conditions of this policy, are or may be necessary to maintain the validity of the contract are hereby granted for a period of thirty (30) days and all notices likewise required to be given to the Company by the insured are hereby waived for a period of thirty (30) days with the exception of requirements applying of the time of or subsequent to a loss. time, of or subsequent to a loss.
- 9. All notices herein provided to be given by the Company to the Lienholder in connection with this policy and this Automobile Loss Payable Endorsement shall be mailed to or delivered to the Lienholder at the address of its office or branch shown in this endorsement.

| POLICY NUMBER | INSURED | EFFECTIVE | | | | |
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| LC 264 81 39 | | | | | | |
| FIREMAN'S FUND INSURANCE COMPANY THE AMERICAN INSURANCE COMPANY NATIONAL SURETY CORPORATION ASSOCIATED INDEMNITY CORPORATION | PRODUCER COUNTERSIGNATURE OF AUTHORIZED AGENT | | | | | |
| AMERICAN AUTOMOBILE INSURANCE COMPANY Myron Res Bain PRESIDENT 70. | x | | | | | |

180012-12-67

LOSS PAYABLE CLAUSE (Optional — Pacific Coast Form)

NAME AND ADDRESS OF LOSS PAYER

Home Bank 15625 S. Lakewood Blwd. Paramount, CA 90723 REFERENCE TO "PROPERTY" IN THIS ENDORSEMENT MEANS.

1961 Advance Tankay Trailer #0752

With respect to the interest of the Lienholder named as Loss Payee above, its successors and assigns, (hereinafter called the Lienholder) in its capacity as conditional Vendor or Mortgagee or otherwise, in the property insured under this policy, this Company hereby agrees as follows:

- 1. Loss or damage, if any, to the property described in this policy shall be payable firstly to the Lienholder and secondly to the insured, as their interests may appear, provided nevertheless that upon demand by the Lienholder upon the Company for separate settlement the amount of said loss shall be paid directly to the Lienholder to the extent of its interest and the balance, if any, shall be payable to the insured.
- 2. The insurance under this policy as to the interest only of the Lienholder shall not be impaired in any way by any change in the title or ownership of the property or by any breach of warranty or condition of the policy, or by any omission or neglect, or by the performance of any act in violation of any terms or conditions of the policy or because of the policy or because of the policy or because of the subjection of the property to any conditions, use or operation not permitted by the policy or because of any false statement concerning this policy or the subject thereof, by the insured or the insured's employees, agents or representatives; whether occurring before or after the attachment of this agreement, or whether before or after the loss; PROVIDED, however, that the wrongful conversion, embezzlement or secretion by the Purchaser, Martgagor, or Lessee in possession of the insured property under mortgage, conditional sale contract, leuse agreement, or other contract is not covered under this policy, unless specifically insured against and premium paid therefor.
- 3. In the event of failure of the insured to pay any premium or additional premium which shall be or become due under the terms of this policy, this Company agrees to give written notice to the Lienholder of such non-payment of premium after sixty (60) days from and within one hundred and twenty (120) days after due date of such premium and it is a condition of the continuance of the rights of the Lienholder hereunder that the Lienholder when so notified in writing by this Company of the failure of the insured to pay such premium shall pay or cause to be paid the premium due within ten (10) days following receipt of the Company's demand in writing therefor. If the Lienholder shall decline to pay said premium or additional premium, the rights of the Lienholder under this Automobile Loss Payable Endorsement shall not be terminated before ten (10) days after receipt of said written notice by the Lienholder.
- 4. If the Company elects to cancel this policy in whole or in part for non-payment of premium, or for any other reason, the Company will forward a copy of the cancellation notice to the Lienholder at its office specified hereinafter concurrently with the sending of notice to the insured but in such case this policy shall continue in force for the benefit of the Lienholder only for ten (10) days after written notice of such cancellation is received by the Lienholder. In no event, as to the interest only of the Lienholder, shall cancellation of any insurance under this policy covering the property described in the policy be effected at the request of the insured before ten (10) days after written notice of request for cancellation shall have been given to the Lienholder by the Company. In the event of cancellation of this policy the unearned premium shall be paid to the Lienholder, provided the said Lienholder has advanced the premium.
- 5. If there be any other insurance upon the within-described property, this Company shall be liable under this policy as to the Lienholder only for the proportion of such loss or damage that the sum hereby insured bears to the whole amount of valid and collectible insurance of similar character on said property under policies held by, payable to and expressly consented to by the Lienholder, and to the extent of payment so made this Company shall be subrogated (pro rata with all other insurers contributing to said payment) to all of the Lienholder's rights of contribution under said other insurance.
- 6. Whenever this Company shall pay to the Lienholder any sum for loss or damage under this policy and shall claim that as to the insured no liability therefor exists, this Company at its option, may pay to the Lienholder the whole principal sum and interest due or to become due from the insured on the obligation secured by the property insured under this policy, (with refund of all interest not accrued), and this Company shall thereupon receive a full assignment and transfer, without recourse, of said obligation and the security held as collateral thereto; but no subrogation shall impair the right of the Lienholder to recover the full amount of its claim.
- 7. The coverage granted under this policy shall continue in full force and effect as to the interest of the Lienholder only, for a period of len (10) days after expiration of said policy unless an acceptable policy in renewal thereof with loss thereunder payable to the Lienholder in accordance with the terms of this Automobile Loss Payable Endorsement shall have been issued by some insurance company and accepted by the Lienholder. In the event of a loss not otherwise covered during the extended ten (10) day period herein referred to, an annual policy covering the same hazards to the property insured under the original policy shall be issued and accepted by the Lienholder and Mortgagor.
- 8. Should the ownership and right of possession of any of the property covered under this policy become vested in the Lienholder or its agent, this policy shall continue for the term thereof for the benefit of the Lienholder (with all incidents of awnership of the policy) but, in such event, Paragraphs two (2), tive (5) and six (6) of this Automobile Loss Payable Endorsement shall no longer apply: provided, nevertheless, all privileges and endorsements which, by reason of the printed conditions of this policy, are or may be necessary to maintain the validity of the contract are hereby granted for a period of thirty (30) days and all notices likewise required to be given to the Company by the insured are hereby waived for a period of thirty (30) days with the exception of requirements applying at the time of or subsequent to a loss.
- 9. All notices herein provided to be given by the Company to the Lienholder in connection with this policy and this Automobile Loss Payable Endorsement shall be mailed to or delivered to the Lienholder at the address of its office or branch shown in this andorsement.

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| | AN AUTOMOBILE INSURANCE | COMPANY | COUNTERGIGNATURE OF AUTHORI | ZED AGENT | | | | |
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180012-12-67

LOSS PAYABLE CLAUSE

(Optional - Pacific Coast Form)

NAME AND ADDRESS OF LOSS PAYER

United California Bank 8737 E. Washington Blvd. Pico Rivera, CA 90660

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日本的公司及各世界的国际的政策的企业的工作,并不是一个人的工作,并不是一个人的工作,并不是一个人的工作,并不是一个人的工作,并不是一个人的工作,并不是一个人的工作,也可以是一个人的工作,也可以是一个人的工作,也可以是一个人的工作,也可以是一个人的工作,也可以是一个人的工作,也可以是一个人的工作,也可以是一个人的工作,也可以是一个人的工作,也可以是一个人的工作,也可以是一个人的工作,也可以是一个人的工作,也可以是一个人的工作,也可以是一个人的工作,也可以是一个人的工作,可以是一个人的工作,可以

REFERENCE TO "PROPERTY" IN THIS ENDORSEMENT MEANS

With respect to the interest of the Lienholder named as Loss Payee above, its successors and assigns, (hereinalter called the Lienholder) in its capacity as conditional Vendor or Mortgagee or otherwise, in the property insured under this policy, this Company hereby agrees are follows:

- 1. Loss or damage, if any, to the property described in this policy shall be payable firstly to the Lionholder and secondly to the insured, as their interests may appear, provided nevertheless that upon demand by the Lionholder upon the Company for separate settlement the amount of said loss shall be paid directly to the Lienholder to the extent of its interest and the balance, if any, shall be payable to the insured.
- 2. The insurance under this policy as to the interest only of the Lienholder shall not be impaired in any way by any change in the title or ownership of the property or by any breach of warranty or condition of the policy, or by any emission or neglect, or by the performance of any act in violation of any terms or conditions of the policy or because of the failure to perform any act required by the terms or conditions of the policy or because of the subjection of the property to any conditions, use or operation not permitted by the policy or because of any lates statement concorning this policy or the subject thereof, by the insured or the insured's employees, agents or representatives; whether occurring before or after the attachment of this agreement, or whether before or after the loss, PROVIDED, however, that the wrongful conversion, embezzlement or secretion by the Purchaser, Mortgagor, or Lessee in possession of the insured property under mortgage, conditional sale contract, lease agreement, or other contract is not covered under this policy, unless specifically insured against and premium paid therefor.
- 3. In the event of failure of the insured to pay any promium or additional promium which shall be or become due under the terms of this policy, this Company agrees to give written notice to the Lienholder of such non-payment of premium after sixty (60) days from and within one hundred and twenty (120) days after due date of such premium and it is a condition of the continuance of the rights of the Lienholder that the Lienholder when so totified in writing by this Company of the failure of the insured to pay such premium shall pay or cause to be paid the premium due within ten (10) days following receipt of the Company's demand in writing therefor. If the Lienholder shall decline to pay said premium or tadditional premium, the rights of the Lienholder under this Automobite Loss Payable Endorsement shall not be terminated before ten (10) days after receipt of said written notice by the Lienholder.
- 4. If the Company elects to cancel this policy in whole or in part for non-payment of premium, or for any other reason, the Company will forward a copy of the cancellation notice to the Lienholder at its office specified horeinatter concurrently with the sending of notice to the insured but in such case this policy shall continue in force for the benefit of the Lienholder only for ten (10) days after written notice of such cancellation is received by the Lienholder. In no event, as to the interest only of the Lienholder, shall cancellation of any insurance under this policy covering the property described in the policy be effected at the request of the insured before ten (10) days after written notice of request for cancellation shall have been given to the Lienholder by the Company. In the event of cancellation of this policy the uncarned premium shall be paid to the Lienholder, provided the said Lienholder has advanced the premium.
- 5. If there be any other insurance upon the within-described property, this Company shall be liable under this policy as to the Llenholder only for the proportion of such loss or damage that the sum hereby insured boars to the whole amount of valid and collectible insurence of similar character on said property under policies held by, payable to and expressly consented to by the Llenholder, and to the extent of payment so made this Company shall be subrogated (pro rata with all other insurers contributing to said payment) to all of the Llenholder's rights of contribution under said other insurance.
- 6. Whenever this Company shall pay to the Lienholder any sum for loss or damage under this policy and shall claim that as to the insured no liability therefor exists, this Company at its option, may pay to the Lieuholder the whole principal sum and interest due or to become due from the insured on the obligation secured by the property insured under this policy, (with refund of all interest not accrued), and this Company shall thereupon receive a full assignment and transfer, without recourse, of said obligation and the socurity held as collateral thereto; but no subrogation shall impair the right of the Lienholder to recover the full amount of its claim.
- 7. The coverage granted under this policy shall continue in full force and effect as to the interest of the Lienholder only, for a period of ten (10) days after expiration of said policy unless an acceptable policy in renewal thereof with loss thereunder payable to the Lienholder in accordance with the terms of this Automobile Loss Payable Endorsement shall have been issued by some insurance company and accepted by the Lienholder. In the event of a loss not otherwise covered during the extended ien (10) day period herein referred to, an annual policy covering the same hazards to the property insured under the original policy shall be issued and accepted by the Lienholder and Mortgagor.
- 8. Should the ownership and right of possession of any of the property covered under this policy become vested in the Lienholder or its agent, this policy shall continue for the term thereof for the benefit of the Lienholder (with all incidents elegantership of the policy) but, in such event, Paragraphs two (2), live (5) and six (6) of this Automobile Loss Payable Endorsement shall no longer apply; provided nevertheless, all privileges and endorsements which, by reason of the printed conditions of this policy, are or may be necessary to maintain the validity of the contract are hereby granted for a period of thirty (30) days and all notices likewise required to be given to the Company by the insured are hereby waived for a period of thirty (30) days with the exception of requirements applying at the time of or subsequent to a loss.
- 9. All notices herein provided to be given by the Company to the Lienholder in connection with this policy and this Automobile Loss Payable Endorsement shall be mailed to or delivered to the Lienholder at the address of its office or branch shown in this endorsement.

| LC 264 81 39 | INSURED EFFECTIVE |
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| FIREMAN'S FUND INSURANCE COMPANY THE AMERICAN INSURANCE COMPANY NATIONAL SURETY CORPORATION ASSOCIATED INDEMNITY CORPORATION AMERICAN AUTOMOBILE INSURANCE COMPANY | PRODUCER COUNTERSIGNATURE OF AUTHORIZED AGENT |
| Myron Du Baine PRESIDENT 70. | |

180012-12-67

LOSS PAYABLE CLAUSE

(Optional - Parific Coast Form)

NAME AND ADDRESS OF LOSS PAYEE

Barcley's Bank 1025 E. Grangethorpe Aue Anaheim. CA 92801

2 1

REFERENCE TO "PROPERTY" IN THIS ENDORSEMENT MEANS:

1971 Ford Tractor #2400

With respect to the interest of the Lionholder named as Loss Payer above, its successors and assigns, (hereinafter called the Lienholder) in its capacity as conditional Vendor or Mortgages or otherwise, in the property insured under this policy, this Company hereby agrees as follows:

- 1. Loss or damaga, if any, to the property described in this policy shall be payable firstly to the Lienholder and secondly to the insured, as their interests may appear, provided nevertheless that upon demand by the Lienholder upon the Company for separate settlement the amount of said loss shall be paid directly to the Lienholder to the extent of its interest and the balance, if any, shall be payable to the insured.
- 2. The insurance under this policy as to the interest only of the Lienholder shall not be impaired in any way by any change in the title or ownership of the property or by any breach of warranty or condition of the policy, or by any omission or neglect, or by the performance of any act in violation of any terms or conditions of the policy or because of the subjection of the property to any conditions, use or operation not permitted by the lerms or because of any lades statement concerning this policy or the subject thereof, by the insured or the insured employees, agents or representatives; whether occurring before or after the attachment of this agreement, or whether before or after the loss; PROVIDED, however, that the wrongful conversion, embezzlement or secretion by the Purchasor, Mortgagor, or Lessee in possession of the insured property under mortgage, conditional sale contract, lease agreement, or other contract is not covered under this policy, unless specifically insured against and premium paid therefor.
- 3. In the event of failure of the insured to pay any premium or additional premium which shall be or become due under the terms of this policy, this Company agrees to give written notice to the Lienholder of such non-payment of promium after sixty (60) days from and within one hundred and twenty (120) days after due date of such premium and it is a condition of the continuance of the rights of the Lienholder hereunder that the Lienholder when so notified in writing by this Company of the latture of the insured to pay such premium shall pay or cause to be paid the premium due within ten (10) days following receipt of the Company's demand in writing therefor. If the Lienholder shall decline to pay said premium of additional premium, the rights of the Lienholder under this Automobile Loss Payable Endorsement shall not be terminated before ten (10) days after receipt of said written notice by the Lienholder.
- 4. If the Company elects to cancel this policy in whole or in part for non-payment of premium, or for any other reason, the Company will forward a copy of the cancellation notice to the Lienholder at its office specified hereinalter concurrently with the sending of notice to the insured but in such case this policy shall continue in force for the bonelit of the Lienholder only for ten (10) days after written notice of such cancellation is received by the Lienholder. In no event, as to the interest only of the Lienholder, shall cancellation of any insurance under this policy covering the property described in the policy be effected at the request of the insured before ten (10) days after written notice of request for cancellation shall have been given to the Lienholder by the Company. In the event of cancellation of this policy the uncarned premium shall be paid to the Lienholder, provided the said Lienholder has advanced the premium.
- 5. If there be any other insurance upon the within-described property, this Company shall be liable under this policy as to the Lienholder only for the proportion of such loss or damage that the sum hereby insured bears to the whole amount of valid and collectible insurance of similar character on said property under policies held by, payable to and expressly consented to by the Lienholder, and to the extent of payment so made this Company shall be subrogated (pro rate with all other insurers contributing to said payment) to all of the Lienholder's rights of contribution under said other insurance.
- 6. Whenever this Company shall pay to the Lienholder any sum for loss or damage under this policy and shall claim that as to the insured no liability therefor exists, this Company at its option, may pay to the Lienholder the whole principal sum and interest due or to become due from the insured on the obligation secured by the property insured under this policy, (with refund of all interest not accrued), and this Company shall thoroupon receive a full assignment and transfer, without recourse, of said obligation and the security held as collateral thereto; but no subrogation shall impair the right of the Lienholder to recover the full amount of its claim.
- 7. The coverage granted under this policy shall continue in full force and effect as to the interest of the Lienholder only, for a period of ten (10) days after expiration of said policy unless an acceptable policy in renewal thereof with loss thereunder payable to the Lienholder in accordance with the terms of this Automobile Loss Payable Endorsement shall have been issued by some insurance company and accepted by the Lienholder. In the event of a loss not otherwise covered during the extended ten (10) day period herein referred to, an annual policy covering the same hazards to the property insured under the original policy shall be issued and accepted by the Lienholder and Mortgagor.
- 3. Should the awnership and right of possession of any of the properly covered under this policy become vested in the Lienholder or its agent, this policy shall continue for the term thereof for the benefit of the Lienholder (with all incidents of ownership of the policy) but, in such event, Paragraphs two (2), five (5) and six (6) of this Automobile Loss Payable Endorsement shall no longer apply; provided, nevertheless, all privileges and endorsements which, by reason of the printed conditions of this policy, are of may be necessary to maintain the validity of the contract are hereby granted for a period of thirty (30) days and all notices likewise required to be given to the Company by the insured are hereby waived for a period of thirty (30) days with the exception of requirements applying at the time of or subsequent to a loss.
- 9. All notices herein provided to be given by the Company to the Lienholder in connection with this policy and this Automobile Loss Payable Endorsement shall be mailed to or delivered to the Lienholder at the address of its office or branch shown in this endorsement.

| · P | POLICY NUMBER | | | | | | EFFECTIVE | |
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Automebile

OUT-OF-STATE INSURANCE ENDORSEMENT

It is agreed that, subject to all the provisions of the policy-except where modified herein, the following provision is added:

II, under the provisions of the motor vehicle financial responsibility law or the motor vehicle compulsory insurance law or any similar law of any state or province, a non-resident is required to maintain insurance with respect to the operation or use of a motor vehicle in such state or province and such insurance requirements are greater than the insurance provided by the policy, the limits of the Company's liability and the kinds of coverage afforded by the policy shall be as set forth in such law, in lieu of the insurance otherwise provided by the policy, but only to the extent required by such law and only with respect to the operation or use of a motor vehicle in such state or province; provided that the insurance under this provision shall be reduced to the extent that there is other valid and collectible insurance under this or any other motor vehicle insurance policy. In no event shall any person be entitled to receive duplicate payments for the same elements of loss.

PREMANS FUND INSURANCE COMPANY
THE AMERICAN INSURANCE COMPANY
NATIONAL SUBSTIT CORPORATION
ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY

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PRESIDENT

100640-6-73

POREIGN CAR OR DISCONTINUED MAKE ENDORSEMENT

It is understood and agreed that if in consequence the make and type of automobile insured hereunder is of FOREIGN MAKE or MANUFACTURE DISCONTINUED, it should, in event of loss or damage hereunder, be found impossible to readily replace the insured automobile or any part thereof with other of the same make and kind at reasonable cost in the usual way from purchaseable stock, then the Company's liability for the cost of repairs and/or replacements hereunder shall not exceed the cost of such repair and/or replacements of automobiles of standard makes and similar type.

All other terms and conditions of this policy remotining unchanged.

PIREMAN'S FUND INSURANCE COMPANY
THE AMERICAN INSURANCE COMPANY
NATIONAL SURETY CORPORATION .
ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY

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PRESIDENT

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COMPREHENSIVE COVERAGE - DEDUCTIBLE

It is agreed that the first paragraph of the Comprehensive Coverage insuring agreement is replaced by the following:

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To pay for loss caused other than by collision to the owned automobile or to a non-owned automobile but only for the amount of each such loss in excess of the deductible amount stated in the declarations as applicable hereto. For the purpose of this coverage, breakage of glass and loss caused by missiles, failing objects, fire, their or largeny, explosion, earthquake, windstorm, hail, water, flood, malicious mischief or vandalism, riot ar civil commotion, or colliding with a bird or animal, shall not be deemed to be loss caused by collision.

FURENAM'S FUND INSURANCE COMPANY
THE AMERICAN INSURANCE COMPANY
NATIONAL SUBETY CORPORATION
ASSOCIATED INDUSTRITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY

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BEDIO

LEASED CAR ENDORSEMENT

IT IS AGREED THAT THE AUTOMOBILE DESCRIBED BELOW OR DESIGNATED IN THE POLICY AS SUBJECT TO THIS ENDORSEMENT SHALL BE DEEMED TO BE OWNED BY THE NAMED INSURED BY THE NAMED INSURED UNDER LONG TERM CONTRACT. THE INSURANCE UNDER THE LIABILITY COVERAGES OF THE POLICY SHALL COVER AS AN INSURED THE OWNER OR LESSEE OF SUCH AUTOMOBILE, BUT ONLY AS A PERSON OR ORGANIZATION LEGALLY RESPONSIBLE FOR THE ACTUAL USE OF SUCH AUTOMOBILE BY AN INDIVIDUAL WHO IS OTHERWISE AN INSURED UNDER THE POLICY WITH RESPECT TO SUCH AUTOMOBILE.

DESCRIPTION OF AUTOMOBILE: 1977 Mercury Marquis Brougham Cps. #9706 1977 Oldsmobile Cutlass Supreme #3689 1976 Jaguar XJS Coups #2287

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Boulevard Lessing 1890 Long Beach Blvd. Long Beach, CA 90506

| POLICY NUMBER | | JAEG | KFFECTIVE |
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| AMERICAN AUTOMOBILE | MEURANCE COMPANY | COUNTERSIGNATURE OF AUTHORI | ZED AGENY |
| myow the Bai | PHERIDENT 70-X | | |

WOODLAND INCH.

IT IS HEREBY UNDERSTOOD AND AGREED THAT THE NAMED INSURED IS AMENDED TO READ:

ANGELES CHEMICAL CD., INC., & STALLION TANK LINES, INC.

| 10/6/78/VJ | NO CHANGE IN PREMIUM | | ENDT. | #3 |
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| | N INSURANCE COMPANY SURETY CORPORATION | | HAV BEING & ACCOUNTING | TAIC |
| | NDEMNITY CORPORATION | | MAX BEHM & ASSOCIATES | |
| AMERICAN AUTOM | OBILE INSURANCE COMPANY | | COUNTERSIGNATURE OF AUTHORIZ | ED AGENT |
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| 77- | | | | ** |
| | PRESIDENT | | 144 | , |

180009-6-65 SETS

WOODLAND HILLS BO

IT IS HEREBY UNDERSTOOD AND AGREED THAT THE ID NUMBER OF AUTO #7, 1961 DIAMOND TRACTOR, IS AMENDED TO READ:

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| POLICY NUMBER | NO CHANGE IN PREMIUM. | INSURED | ENDT. #2 | | | | |
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| C 264 81 39 | ANGELES CHEMICAL CO., | INC., ETAL | 1/1/78 | | | | |
| THE AMERICA NATIONAL | ND INSURANCE COMPANY IN INSURANCE COMPANY SURETY CORPORATION INDEMNITY CORPORATION | MAX BEHM & ASSOCIATES INC. | | | | | |
| AMERICAN AUTON | MOBILE INSURANCE COMPANY NO New Barn | COUNTERSIGNATURE | OF AUTHORIZED AGENT | | | | |
| - Marie Mari | PRESIDENT | | | | | | |

FFIC0050786

WOODLAND HILLS BIO ALL PURPOSE AUTOMOBILE ENDORSEMENT

| AUTO NO. | TERRITORY | P/R FACTOR |
|-------------|-----------|---------------|
| | 82 | 1.00 |

It is agreed that the declarations or schedules of the policy are amended solely with respect to such and so many of the following particulars marked \boxtimes . The entry therein specified is substituted for the corresponding entry appearing in the policy declarations or schedules and

| ITEM | 1. NAME [] AD | DORESS OCCUPATIO | | INSURED | | | | CTED TO RE | SAD; |
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WOODLAND HILLS BIO

IT IS HEREBY UNDERSTOOD AND AGREED THAT BARCLAY'S BANK IS DELETED AS LOSS PAYEE AS RESPECTS 1971 FORD TRACTOR #2400.

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WOODLAND HILLS BIO

SPECIFIED INTEREST ENDORSEMENT

It is agreed that this policy shall not be cancelled nor the coverage thereof reduced

until 30 .- days

notice of such concellation or reduction in coverage shall have been sent in writing to:

ANGELES CHEMICAL CO., INC., & STALLION TANK LINES, INC. 8935 SCRENSON AVE., SANTA FE SPRINGS, CA 90670

| 10/08/78/VV | The state of the sea | INSURED | END | · #EFFECTIVE |
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| LC 264 81 39 | ANGELES CHEMICAL CD., | INC., ETAL | | 1/1/78 |
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| ALL PURPOSE AUTOMOBILE ENDORSEMENT | | | |

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| (2) PERSON | AL EFFECTS | \$100 | | †† | | | | | | |
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LOSS PAYABLE CLAUSE WOODLAND HILLS BIO

NAME AND ADDRESS OF LOSS PAYEE

REFERENCE TO "PROPERTY" IN THIS ENDORSEMENT MEANS:
(SCHEDULE, ITEM NUMBER, ETC.)

UNITED CALIFORNIA BANK 8737 E. WASHINGTON BLVD. PICO RIVERA, CA 90660

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1973 FORD 3 AXLE CAR-OVER TRACTOR #0635

With respect to the Interest of the Lienholder named as Loss Payee above, its successors and assigns, (hereinafter called the Lienholder) in its capacity as conditional Vondor or Mortgages or otherwise, in the property insured under this policy, this Company hereby agrees as follows:

- 1. Lose or damage, it any, to the property described in this policy shall be payable firstly to the Lienholder and secondly to the insured, as their interests may appear, provided nevertheless that upon demand by the Lienholder upon the Company for separate settlement the amount of said loss shall be paid directly to the Lienholder to the extent of its interest and the balance, if any, shall be payable to the insured.
- 2. The insurance under this policy as to the interest only of the Lienholder shall not be impaired in any way by any change in the title or ownership of the property or by any breach of warranty or condition of the policy, or by any omission or neglect, or by the performance of any act in violation of any terms or conditions of the policy or because of the kalture to perform any act required by the terms or conditions of the policy or because of the subjection of the property to any conditions, use or operation not permitted by the policy or because of any false statement concerning this policy or the subject thereof, by the insured or the insured's employees, agents or representatives; whether occurring before or after the attachment of this agreement, or whether before or after the loss; PROVIDED, however, that the wrongful conversion, embezzlement or secretion by the Purchaser, Mortgagor, or Lessee in possession of the insured property under mortgage, conditional sale contract, lease agreement, or other contract is not covered under this policy, unless specifically insured against and premium paid therefor.
- 3. In the event of failure of the insured to pay any premium or additional premium which shall be or become due under the terms of this policy, this Company agrees to give written notice to the Lienholder of such non-payment of premium after sixty (60) days from and within one hundred and twenty (120) days after due date of such premium and it is a condition of the continuance of the rights of the Lienholder thereunder that the Lienholder when so notified in writing by this Company of the kaliure of the insured to pay such premium shall pay or cause to be paid the premium due within ten (10) days following receipt of the Company's demand in writing therefor. If the Lienholder shall decline to pay said premium or additional premium, the rights of the Lienholder under this Automobile Loss Payable Endorsement shall not be terminated before ten (10) days ofter receipt of said written notice by the Lienholder.
- 4. If the Company elects to cancel this policy in whole or in part for non-payment of premium, or for any other reason, the Company will forward a copy of the cancellation notice to the Lienholder at its office specified hereinafter concurrently with the sending of notice to the insured but in such case this policy shall continue in force for the benefit of the Lienholder only for ten (10) days after written notice of such cancellation is received by the Lienholder. In no event, as to the interest only of the Lienholder, shall cancellation of any insurance under this policy covering the property described in the policy be effected at the request of the insured before ten (10) days after written notice of request for cancellation shall have been given to the Lienholder by the Company. In the event of cancellation of this policy the uncarned premium shall be paid to the Lienholder, provided the said Lienholder has advanced the premium.
- 5. If there be any other insurance upon the within-described property, this Company shall be liable under this policy as to the Lienholder only for the proportion of such loss or damage that the sum hereby insured bears to the whole amount of valid and collectible insurance of similar character on said property under policies held by, payable to and expressly consented to by the Lienholder, and to the extent of payment so made this Company shall be subrogated (pro rata with all other insurers contributing to said payment) to all of the Lienholder's rights of contribution under said other insurance.
- 6. Whenever this Company shall pay to the Lienholder any sum for loss or damage under this policy and shall claim that as to the insured no liability therefor exists, this Company at its option, may pay to the Lienholder the whole principal sum and interest due or to become due from the insured on the obligation secured by the property insured under this policy, (with refund of all interest not accrued), and this Company shall thereupon receive a full assignment and transfer, without recourse, of said obligation and the security held as collateral thereto; but no subrogation shall impair the right of the Lienholder to receive the full amount of its claim.
- 7. The coverage granted under this policy shall continue in full force and effect as to the interest of the Lienholder only, for a period of ten (10) days after expiration of said policy unless an acceptable policy in renewal thereof with loss thereunder payable to the Lienholder in accordance with the terms of this Automobile Loss Payable Endorsement shall have been issued by some insurance company and accepted by the Lienholder. In the event of a loss not otherwise covered during the extended ten (10) day period herein referred to, an annual policy covering the same hazards to the property insured under the original policy shall be issued and accepted by the Lienholder and Mortgagor.
- 8. Should the ownership and right of possession of any of the property covered under this policy become vested in the Lienholder or its agent, this policy shall continue for the term thereof for the benefit of the Lienholder (with all incidents of ownership of the policy) but, in such event, Paragraphs two (2), five (5) and six (6) of this Automobile Loss Payable Endorsement shall no longer apply, provided, nevertheless, all privileges and endorsements which, by reason of the printed conditions of this policy, are or may be necessary to maintain the validity of the contract are hereby granted for a period of thirty (30) days and all notices likewise required to be given to the Company by the insured are hereby waived for a period of thirty (30) days with the exception of requirements applying at the time of or subsequent to a loss.
- 9. All notices herein provided to be given by the Company to the Lienholder in connection with this policy and this Automobile Loss Payable Endorsement shall be mailed to or delivered to the Lienholder at the address of its office or branch shown in this endorsement.

| 10/69/78/ATER | INSURED | ENDT. #7 | EFFECTIVE. |
|---|-----------------|--------------------------|-------------|
| ANGELES CHEMICAL | CO-+ INC-+ ETAL | | 1/1/78 |
| LC 264 PHEMAN'S FUND INSURANCE COMPANY THE AMERICAN INSURANCE COMPANY | ,, | PRODUCER | |
| NATIONAL SURETY CORPORATION | | ## | |
| ASSOCIATED INDEMNITY CORPORATION AMERICAN AUTOMOBILE INSURANCE COMP | ANY MAA GOOR | Meits associates Testini | RICED AGENT |
| Moron Rey Baine | | | 46 |
| PRESIDENT | 70-X | | |

180012--12-67

| WOODLAND HILLS BIO | AUTO NO | TERRITORY | P/R PACTOR |
|-----------------------------|------------|-----------|---------------|
| MOODITHIAD LITTO DIO | • | 82 | .915 |
| CE ANTON CORNE ENDORSENCENT | | | |

ALL PURPOSE AUTOMOBILE ENDORSEMENT

It is agreed that the declarations or schedules of the policy are amended solely with respect to such and so many of the following particulars marked \(\tilde{\text{M}} \). The entry therein specified is substituted for the corresponding entry appearing in the policy declarations or schedules and any after amendments.

| | tiot comenq or fair the | entry therein speci meuls, | ied is subsi | TOTAL TOP ING COL | tesbou | amy em | 7 appears | ig in the p | | 0 | 3 |
|------|---------------------------------|--|-----------------------------|----------------------------|----------|-----------|----------------------|-------------|--------------|-------------------|--------------------|
| | ITEM 1. | □ NAME □ AD | _ | OCCUPATION D CHANGED TO F | | INSUREC | _ | | D IS CORRE | CTED TO F | READ: |
| X | ITEM 2. | q. AUTOMOBILE | ADDEO. | TS | HE CO | VERAGES | INDICATE O THE FO | D IN ITEM | 5 OF THIS E | NDORSEM. | ENT ILE. |
| OMO | | TRALE NAM | E AND BODY T | YPE | IDENTIF | CATION N | UMBER | PURCHAS | | SYMBOL AND AGE | CLASS |
| 78 | EAR | BUICK REGAL | | 9 | 206 | | | INO. TR. | 6,600 | | 199800 |
| | - | 1 | | NAME AND ADE | RESS | OF LOSS | PAYEE | | | | |
| | | | | | | | | (ENDORSE | MENT | AF | PPLICABLE |
| | | E ELIMINATED. | | E INSURANCE AF | FORDE | | | | NUMBER OF I | | CAL NUMBER |
| OD | EL YEAR | CLASS RATE | | TRACE NAME | | 1 | ADION NOM | BER, SERIAL | NUMBER OF I | ZENTIFICATIO | NA HOMBER |
| 97 | | 199800 | BUTCK | REGAL | | | 01/10 | | | | |
| TEN | M 3. THE INSURA COVERAGES | NCE AFFORDED IS AM AS INDICATED BY A M | ENDED AS SHO EANING "ADD | DWN IN THE SCHED | OULE (IT | EM 5) BEI | EVNING ACY | WITH RESPE | ECT TO SUCH | AND SO MA | NY OF TH |
| TEN | OTHER CH | CLASS RATE CHANG | ED TO | OTUA | * | | AUTO | 1 | АША | o # | |
| | | | | | | | | | | | |
| RE | | OVERAGES | 1 (14) | S OF LIABILITY | CHEDU | | REMIDIAS | AUTO | Pl | REMIUMS | AUTO |
| ₹ € | | NURY LIABILITY | 5 | DED , 000 PERS | 78 | | ADDITION | L RETUR | 6 BULCK | ADDITIONA | |
| - | PROPERT | LIABILITY | 5 | CSL , 000 KAC | H | OFF | | + | OFFSE | T | 1 |
| + | COMBINED | BODILY INJURY AND DAMAGE LIABILITY | 5 | ENDT , 000 ACC | | OFF | 251 | | OFFSE | - | |
| 1 | | PAYMENTS | 5 | EACH | м | OEU | ET | | OCCCC | T | |
| 1 | (1) COM | PREHENSIVE— LUDING COLLISION | AUTUAL CASH VALUE LESS | 5,000 - FERE | DED. | 133. | 102. | | OFFSE 76. | | 704 |
| 1 | (2) PER8 | SONAL EFFECTS | \$100 | | - FF | | | | | | |
| 1 | COLLISIO | N | ACTUAL CASH VALUE LESS | 5 200 DED | UCTIOLE | 243. | 222. | | 1.80 | | 165. |
| | FIRE, LIG TRANSPO | HTNING AND RTATION | ACTUAL CASH VALUE OR | | | | | | | | |
| | THEFT (BE | ROAD FORM) | ACTUAL CASH VALUE OR | ş . | | | | | | | - |
| , | | ADDITIONAL | ACTUAL CASH VALUE OR | \$ | | | | | | 44 | |
| | LABOR CO | AND | \$ 25 | PER | LEMENT | | | | 164 | | |
| - | UNINSURI | ED MOTORISTS | 5 | 100' 000 FAS | H SON | | - | | | | +- |
| | (BODILY IN | JURY ONLY) | 5 | 300, 000 vcc | DENT | -OFF | SET | | OFFS | ET - | ٠ |
| | | | | вив то | TAL | | | | | - | |
| | | DR EACH OCCURRENCE | E AR INDICATE | O IN BOLICY | | *AD | DITIONAL | PREMIUM | *8 | ETURN PR | EMIUM |
| Č. | | Y TO FAMILY AUTO CO | | | TAL | \$ | 89. | | 5 | | |
| * \$ | | PAYABLE ON EF | FECTIVE DAT | TE OF ENDORSEM | MENT: | SUBSEQU | ENT INSTA | LLM ENT(S | DUE AMEN | DED TO \$_ | |
| 10, | (QP/786) | MER PC | LICY ION DATE | | | INS | SURED | EN | DT- #8 | EF | ORSEMEN FECTIVE |
| C 2 | THE | MAN'S FUND INSU AMERICAN INSUI ATIONAL SURETY OCIATED INDEMNI | NANCE CON CORPORAT | IPANY | EMIC/ | MA | X BEHM | & ASSOC | OUCER | Z/3 | /78 |
| | | AN AUTOMOBILE ! | NSURANCE Sain | | - | | , , | -1111, 8116 | | | 47 |

100155--6-76 REV

LEASED CAR ENDORSEMENT

WOODLAND HILLS BIO

IT IS AGREED THAT THE AUTOMOBILE DESCRIBED BELOW OR DESIGNATED IN THE POLICY AS SUBJECT TO THIS ENDORSEMENT SHALL BE DEEMED TO BE OWNED BY THE NAMED INSURED WHILE HIRED BY THE NAMED INSURED UNDER LONG TERM CONTACT. THE INSURANCE UNDER THE LIABILITY COVERAGES OF THE POLICY SHALL COVER AS AN INSURED THE OWNER OR LESSEE OF SUCH AUTOMOBILE, BUT ONLY AS A PERSON OR ORGANIZATION LEGALLY RESPONSIBLE FOR THE ACTUAL USE OF SUCH AUTOMOBILE BY AN INDIVIDUAL WHO IS OTHERWISE AN INSURED UNDER THE POLICY WITH RESPECT TO SUCH AUTOMOBILE.

DESCRIPTION OF AUTOMOBILE:

1978 BUICK REGAL #9206

LEASED FROM:

1

BOULEVARD LEASING 1890 LONG BEACH BLVD. LING BEACH, CA 90206

| 10/6/78/VT | | | | FNDT. #9 | |
|------------------------------------|---|------|--------|------------------|-----|
| POLICY NUMBER | | 11 | NSURED | EPPECT | IVE |
| LC-264 81 39 | ANGELES CHEMICAL CO., | INC, | ETAL | 2/1/78 | |
| THE AMERI NATIONA ASSOCIATEI | FUND INSURANCE COMPANY CAN INSURANCE COMPANY L SURETY CORPORATION D INDEMNITY CORPORATION DMOBILE INSURANCE COMPANY | | | RE OF SOVER ATES | |
| myron. | PREBIDENT | 70-X | | | |

100647-6-73

| | NO. | YERRITORY | FACIL. |
|------------------------------------|-----|-----------|--------|
| AND HILLS BIO | | 82 | .910 |
| ALL PURPOSE AUTOMOBILE ENDORSEMENT | | | |

the declarations or schedules of the policy are amended solely with respect to such and so many of the following particulars

| rked ⊠. The entry therein spi y prior comendments. | <u> </u> | | INSURED | | | IS CORRECT | | |
|---|--|---------------------------|----------|----------------------|-----------------------|---------------------|----------------------|---------------|
| ITEM 1. | ARAGING AUTO CHA | | | | | , - | | |
| ITEM 2. Q. AUTOMOBII | E AODED, | THE COV | ERAGES | INDICATED THE FOL | IN ITEM S LOWING C | OF THIS EN | DORSEM E UTOMOBII | NT LE |
| MODEL IIN TRACE N | AME AND BODY TYPE | (DENTIF) | CATION N | JMBER | PURCHASE MO, YR. | | SYMBOL AND AGE | ÇLASS RATE |
| 59 FRUEHAUF | | 953374 E AND ADDRESS C | F LOSS | PAYEE | | 3,750 | 6 6 | 84900 |
| | | | | (1 | ENDORSEM | IENT | API | PLICABL |
| AUTOMOBILE ELIMINATED. | | PANCE AFFORDE | | | - | | | |
| ODEL YEAR CLASS RATE | | DE NAME | | | | OMBER OR IDE | | - |
| THE INSURANCE AFFORDED IS COVERAGES AS INDICATED BY | MEANING "ADDED" R | MEANING "REVISED" | OR C MI | OW ONLY W | ITH RESPECTIONS | T TO SUCH AN | ED SO MAN | IY OF TH |
| OTHER CHANGES | NGED TO | AUTO (| | AUTO F | | AUTO | • | |
| | | CONTOLL | | | | | | |
| FEM 5. | 1 | SCHEDUL | | Seattle : C : | LITO | | MIUMS A | UTO |
| COVERAGES | LIMITS OF | ,000 FACH | | ADDITIONAL | | ANNUAL | | |
| BODILY INJURY LIABILITY | \$ 051 | , 000 EACH | 5 754 | * 68. | 5 | 5 | 5 | \$ |
| PROPERTY DAMAGE LIABILITY | S ENDT. | ,000 ACCIDENT | 21. | 19. | | | | |
| COMBINED BODILY (NJURY AN PROPERTY DAMAGE LIABILITY | Contract of the Contract of th | ,000 GACH | | - | | | | - |
| MEDICAL PAYMENTS | \$ | PERSON | - | | | - | | |
| (1) COMPREHENSIVE— EXCLUDING COLLISIO | | \$ 100 peo 59 \$ DED. | 26. | 24. | | | | |
| (2) PERSONAL EFFECTS | \$100 | †† | | | nes | B | | |
| COLLISION | AGTUAL CASH \$ | 250 DEDICTIBLE | 75. | 68. | | 7 1971 | | |
| FIRE, LIGHTNING AND TRANSPORTATION | ACTUAL CASH \$ | + | | | M | DNEY | - | |
| THEFT (BROAD FORM) | ACTUAL CASH \$ | | | | | | | |
| COMBINED ADDITIONAL COVERAGE | ACTUAL CASH & | | | | | | ******* | |
| TOWING AND LABOR COSTS | \$25 | PER OJSAULEMENT | | 34 | - | ** | | - |
| UNINSURED MOTORISTS | \$ | ,000 EACH | | | | | - | |
| (BODILA INTRA ONEA) | \$ | , 000 EACH | | | | | | _ |
| | | SIJB TOTAL | | | | | | |
| DORSEMENTS ATTACHED | | | *ADI | DITIONAL P | REMIUM | *RE | TURN PRE | MIUM |
| EACH ACCIDENT OR EACH OCCURRE APPLICABLE ONLY TO FAMILY AUTO | • | | 1,7 | | | 5 | | |
| \$ PAYABLE ON | EFFECTIVE DATE OF | ENDORSEMENT: 5 | VBSEQUI | ENT INSTAL | LMENT(S) | DUE AMENDE | ED TO \$ | |
| HOLTO NUMBER EXPIR | POLICY NATION DATE | | INS | URED | | ENDT. | HINDO | RSEME |
| 264 81 39 THEMAN'S FUND IN THE AMERICAN INS NATIONAL SURET ASSOCIATED INDEM AMERICAN AUTOMOBILI | URANCE COMPANY Y CORPORATION NITY CORPORATION I INSURANCE COMP | | | | | JETAL DI ATES TH | 2/3, | 78 |
| Myrin Bu | Bain | 163.5 | | | | | | |

| ' | AUTO NO. | TERRITORY | P/R FACTOR |
|------------------------------------|-------------|-----------|---------------|
| WOODLAND HILLS BIO | | 82 | .893 |
| ALL PURPOSE AUTOMOBILE ENDORSEMENT | | 100 | |

| it is agreed that the declarations marked (2). The entry therein samp prior amendments. | specified is substituted for the | correspon | iding entr | y appearing | r in the pol | licy declare | dions or sch | edules and |
|---|--|------------------------------------|------------|-------------|---------------------|--------------|------------------------|------------|
| ITEM 1. | ADDRESS OCCUPATION | TO READ: | | _ | | | TED TO A | AD: |
| TYEM 2. Q. AUTOMOI | BILE AOOED. | THE CO | VERAGES | INDICATED | IN ITEM 5 | OF THIS E | NOORSEMEN AUTOMOBIL | 4T .E. |
| IUTO MODEL IN TRADI | NAME AND BODY TYPE | | ICATION N | | PURCHASE MO. YR. | D COST | SYMBOL AND AGE | BEALD |
| | | | | | | | | |
| | NAME AND | ADDRESS | OF LOSS | PAYEE | | | | |
| | | | | | NOORSEM | | | LICABLE) |
| b, AUTOMOBILE ELIMINATED. | | | | | | | ENTIFICATION | OR |
| 3 6 | | | | | SENIAL IV | O MOEN ON TE | | PROMOGRA |
| ITEM 4. CLASS RATE C | S AMENDED AS SHOWN IN THE ST A MEANING "ADDED" R MEANING HANGED TO AU TING BI S PD AS RES | то # | | AUTO # | | AUT | | 7 OF THE |
| ITEM 5. | | SCHEDU | LE | | | | | |
| AR COVERAGES | LIMITS OF LIABIL | | | REMIUMS A | ОТО | Pi | REMIUMS AL | JTO |
| BODILY INJURY LIABILITY | \$ PER,000 | | ANNUAL | ADDITIONAL | RETURN | ANNUAL \$ | ADDITIONAL \$ | RETURN \$ |
| PROPERTY DAMAGE LIABILITY | S ENDT. 000 | FACH + | 7460 | | 8434 | | | |
| PROPERTY DAMAGE LIABILITY | AND \$,000 | SACH OCCURRENCE | 273. | | 244. | | | |
| MEDICAL PAYMENTS | \$ | EACH PERSON | | | | | | |
| (I) COMPREHENSIVE— EXCLUDING COLLIS | HON ACTUAL CASH 5 | DEO. | | 1 = 1 | | | | |
| | \$ LE.59 \$ | DEO. | | | | | | |
| (2) PERSONAL EFFECTS | | tt | | | | | | |
| COLLISION | ACTUAL CASH S | DEDUCTRICE | | | | - | | |
| FIRE, LIGHTNING AND TRANSPORTATION | ACTUAL CASH S | | | | | | | |
| THEFT (BROAD FORM) | ACTUAL CASH VALUE ON | | | | | | | |
| COMBINED ADDITIONAL | AGTUAL CASH S | | | | | | ** | |
| TOWING AND LABOR COSTS | \$25 | PER GISABLEMENT | | 300 | 42 | | | |
| | | | | | | | | |
| UNINSURED MOTORISTS (BODILY INJURY ONLY) | | EACH PERSON EACH ACCIDENT | | | | | | |
| | sue | TOTAL | | | | | | |
| ENDORSEMENTS ATTACHED | | | 4.4/3/ | DITIONAL PI | PERMIN | 1 40 | ETURN PRE | anom. |
| TEACH ACCIDENT OR EACH OCCUR | | TOTAL | 5 | | | | 085. | |
| * \$ PAYABLE OF | N EFFECTIVE DATE OF ENDOR | SEMENT; | SUBSEQUI | ENT INSTAL | LMENT(5) | OUE AMENI | DEO TO \$ | |
| 10/6/78/NJ _{MBER} | POLICY | | INS | URED | ENDT | <u>. #11</u> | ENDOR | SEMENT |
| LC 264 FIREMAN'S FUND'S THE AMERICAN II NATIONAL SUR ASSOCIATED INDE | MSURANCE COMPANY ETY CORPORATION MNITY CORPORATION LE INSURANCE COMPANY | CHEMICA | MA | INC., E | ASSOCI | ATES IN | 2/9/78 | ATE |
| Myin A | PRESIDENT | 1 | | R | | ** * 100 | Color Color Col | |

100155--8-76 REV

| | AUTO NO. | TERRITORY | P/R PACTOR |
|------------------------------------|----------|-----------|---------------|
| WOODLAND HILLS BY | 0 | 82 | .663 |
| ALL PURPOSE AUTOMOBILE ENDORSEMENT | | | |

It is agreed that the declarations or schedules of the policy are amended solely with respect to such and so many of the following particulars marked . The entry therein specified is substituted for the corresponding entry appearing in the policy declarations or schedules and

| Ш | ITEM 1. | PLACE OF GAR | | CUPATION | * | (IF OFF | | | | RRECTED TO RI | EAD; - |
|----------|----------------------|--|---------------------------|-----------|-----------------|-----------------|-------------|----------------------|----------|-----------------------------|--------------------------|
| | ITEM 2. | Q. AUTOMOBILE | ADDED. | | THE CO SHALL | VERAGE APPLY | ES INDICATE | D IN ITEM LLOWING | 5 OF TH | S ENDORSEME ED AUTOMOBII | NT .E. |
| 0. Y | EAR HN | TRADE NAA | E AND BODY TYPE | | IDENTII | FICATION | NUMBER | PURCHAS MO. YR. | | OST SYMBOL AND AGE | CLASS RATE |
| | | Jan | N. | AME AND | ADDRESS | OF LOS | S PAYEE | | | | |
| | | | | | | | | ENDORSE | | | LICABL |
| | EL YEAR | E ELIMINATED. | | TRADE NA | | ED BY (| MOTOR NUM | | | OR IDENTIFICATION | |
| | | | | | | 1 | | | | | |
| 96 | | 504100 | KENWORT | H TRAC | TOR | | 2887 | | | | |
| TE | M 3. THE INSURA | NCE AFFORDED IS AMI | ENDED AS SHOWN | IN THE | CHEDULE () | TEM 5) B | ELOW ONLY | WITH RESPE | CT TO SU | CH AND SO MAN | Y OF TH |
| TE | M 4. 1 | CLASS RATE CHANG | | | ⊔то # | | AUTO | | | AUTO # | |
| TE | M 5. | | | | SCHEDU | LE | | | | | |
| RC | | OVERAGES | LIMITS | OF LIABIT | JTY | | PREMIUMS | AUTO | | PREMIUMS A | UTO |
| | 2001 2 1 | YTILIBALI YAULN | s | | PERSON | ANNUA | LADDITIONA | L RETURN | ANN | JAL ADDITIONAL | RETUR |
| | | | 5 | | ACCIDENT! | \$ | | 5 | 5 | 5 | \$ |
| | | LIABILITY | 1 | | ACCIDENT | | | | | - | - |
| | | BODILY INJURY AND DAMAGE LIABILITY | \$ | ,000 | EACH EACH | | | - | - | - · | |
| - | (I) COM | PAYMENTS | ACTUAL CASH VALUE LESS | 5 | PERSON | - | | 1. | - | - | - |
| | FXC | LUDING COLLISION | VALUE LESS | LEGS \$ | DED. | 99. | 4 | 66. | 1 | | |
| - | (2) PER: | SONAL EFFECTS | \$100 | | †† | | | | | | |
| | COLLISIO | И | ACTUAL CASH \$ | 250- | DEDUCTIBLE | 461 | | 306. | | | |
| | FIRE, LIG TRANSPO | HTNING AND | ACTUAL CASH \$ | | | | | | | | |
| | THEFT (B) | ROAD FORM) | ACTUAL CASH 5 | - 7 | | | | | | | |
| | COVERAG | | ACTUAL CASH 5 | | | | | | | 4. | |
| | LABOR CO | AND | \$25 | | PER | | | | | | |
| \dashv | | | 1 | ,000 | EACH PERSON | | | | | | |
| | (BODILY IN | ED MOTORISTS (JURY ONLY) | 5 | | ACCIDENT | , | | 1 | - | | |
| _ | | | | ຮບ | B TOTAL | | | | - | | |
| 100 | DRSEMENT | SATTACHED | | | | | DOITIONAL | REMUIM | | ARETURN PRE | MILIM |
| | | OR EACH OCCURRENC | | | | | our rount | | | | AGINGT-CHI |
| AP | LIGABLE ON | LY TO FAMILY AUTO CO | | - | TOTAL. | 13 | | | 13 | 372. | |
| * \$ | | PAYABLE ON EF | FECTIVE DATE | OF ENDO | RSEMENT: | SUBSEC | UENT INSTA | LLMENT (5 | DUE AM | ENDED TO | |
| 3/ | 170 AT | | | | **** | | | CNITY | #12 | | **** |
| 121 | SATBANT. | MBER , PO EXPIRAT | TON DATE | | | 11 | NSURED | - 4454 | - Full | EFF | RSEMEN ECTIVE PATE |
| t_: | THE | Man's fund insu American insui Iational Surety | ANCE COMPA CORPORATION | NY | CHEMICA | | 7 25.74 | BEHM I | ASSO | 5/4/7 | |
| Sir | | OCIATED INDEMNI AN AUTOMOBILE I | NSURANCE CO | | | | COUNTERS | SNATURE | OF AUTH | ORIZED AGENT | ** |
| | | | | | | | | | | | |

100155-- 6-76 REV

| BOLD TWO SECTIONS | AUTO NO. | TERRITORY | P/R FACTOR |
|--|-------------|-----------|---------------|
| Will had be the state of the st | has be well | 59 | •627 |

ALL PURPOSE AUTOMOBILE ENDORSEMENT

It is agreed that the declarations or schedules of the policy are amended solely with respect to such and so many of the following particulars marked \boxtimes . The entry therein specified is substituted for the corresponding entry appearing in the policy declarations or schedules and any union amendments.

| ny prior comendments. | DDRESS DOCCUPATION | J OF | INSURED | Пеоы | Y PERIOD | IS CORRE | CTED TO RE | ΆΟ; |
|--|---------------------------|-------------------------------------|------------|-------------------|--------------|-------------|---------------|-------------------------|
| ITEM I. | RAGING AUTO CHANGED | | | | | | | |
| TYEM 2. Q. AUTOMOBILE | ADDED | THE CO | VERAGES | INDICATED | IN ITEM! | 5 OF THIS S | ENDORSEMEN | ——— т |
| TEM 2, a. AUTOMOBILE | ADDED, | | | | | | AUTOMOBIL | |
| ID MODAL UN TRADE NA. | ME AND BODY TYPE | IDENTIF | ICATION N | IMBEH | MO. YR. | ED COST | AND AGE | PATE |
| 78 OLDS DELTA | "88" COUPE | 5825 | | | | 7,300 | 1 19 | 9800 |
| , | NAME AND | ADDRESS | OF LOSS | | | | | |
| b. AUTOMOBILE ELIMINATED. | THE INSURANC | E AFFOROE | OBYTHE | | ALL CEAS | | | LICABLE |
| MODEL YEAR CLASS RATE | TRADE NA | ME | N | MUN ROTO | ER, SERIAL N | UMBER OF I | DENTIFICATION | NUNBER |
| ITEM 3. THE INSURANCE AFFORDED IS AN | IENDED AS SHOWN IN THE S | CHEDULE (II | rem 5) BEL | .ow only w | TH RESPEC | T TO SUCH | AND SO MAN | Y OF THE |
| COVERAGES AS INDICATED BY A | MEANING "ADDED" A MEANI | NG "REVISED | " OR C MI | EANING "CAN | CELLED". | | | _ |
| OTHER CHANGES | GEO TO AL | JTO # | | AUTO # | | רטא | го / | |
| | | SCHEDU | | | | | | |
| ITEM 5. | LIMITS OF LIABIL | - | | REMIUMS A | UTO | - : ps | REMIUMS AL | ATO |
| RC COVERAGES | - 700 | | | ADDITIONAL | | | ADDITIONAL | |
| BODILY INJURY LIABILITY | s CSL ,000 | EACH ACCIDENT | \$ 298. | ⁵ 187. | \$ | \$ | 5 | \$ |
| PROPERTY DAMAGE LIABILITY | \$ ENDT. 000 | | 96. | 60. | - 8 | | | - |
| PROPERTY DAMAGE LIABILITY | \$,000 | OCCURRENCE | | | | | | |
| MEDICAL PAYMENTS | 5,000 | PERSON | 27. | 17. | | | | |
| (1) COMPREHENSIVE— EXCLUDING COLLISION | ACTUAL CASH VALUE LESS | DED. | 146. | | | | | |
| (2) PERSONAL EFFECTS | \$100 | tt | | | | | | |
| COLLISION | ACTUAL CASH 5 200 | DEDUCTIBLE | 245. | 154- | | | | |
| FIRE, LIGHTNING AND TRANSPORTATION | ACTUAL CASH \$ | | | | | | | |
| THEFT (BROAD FORM) | AGTUAL CASH 5 | | | | | | | |
| COMBINED ADOITIONAL | ACTUAL CASH 5 | | | | | | | |
| TOWING AND LABOR COSTS | \$25 | PER DIBABLEMENT | | h | | 7. | | |
| CAGON GOSTO | | | | | | | | |
| UNINSURED MOTORISTS (BODILY INJURY ONLY) | s 1,00 ,000 | PEACH PERSON EACH ACCIDENT | 26. | 16. | | | | |
| | | ATOTAL | 2/2/ | | | | 1 | |
| NDORSEMENTS ATTACHED | | | | | | 11. | | |
| EACH ACCIDENT OR EACH OCCURRENT | OR AS INDIGATED IN POLICY | TOTAL | 1 | OLTIONAL P | REMIUM | *** | ETURN PRE | MIUM |
| | FECTIVE DATE OF ENDOR | RSEMENT: | | - | LMENT(S) | DUE AMEN | DED TO \$ | 4 |
| 10/4/79/CT | | | | | | - | NOT #13 | 17 |
| 10/6/78/CT POLICY NUMBER POLICY NUMBER EXPIRA | DLICY TION DATE | | INS | URED | ., | | EFFS | SEMENT ECTIVE ATE |
| C 264 81 39 | 779 ANGEL | ES_CHEM | ICAL C | D., INC. | , ETAL | Trans- | 5/27/ | 78 |
| FIREMAN'S FUND INSU | RANCE COMPANY | | | | PROD | UCER | | |
| NATIONAL SURETY | CORPORATION | | | MAX BEHR | & ASS | CIATES | INC. | |
| ASSOCIATED INDEMN | | | co | DUNTERSIG | NATURE C | F AUTHORI | ZED AGENT | |
| Myrow Du & | PRESIDENT | | | | | | | |

100155-6-76 REV

LOSS PAYABLE CLAUSE WOODLAND HILLS BIO

NAME AND ADDRESS OF LOSS PAYEE

REFERENCE TO "PROPERTY" IN THIS ENDORSEMENT MEANS:

BANK OF AMERICA 1840 LONG BEACH BLVD LONG BEACH, CA

图 基本人名 1964

文文化表现的时间的形式的复数形式 医足术 医耳氏病 经推查证 非常的现在分词 经经济的 医多种性神经病 经存储的 医多种性神经病 经通过分别的 计可分离

1978 OLDS DELTA "88" COUPE #5825

With respect to the interest of the Lienholder named as Loss Payee above, its successors and assigns, (hereinafter called the Lienholder) in its capacity as conditional Vendor or Mortgagee or otherwise, in the property insured under this policy, this Company hereby agrees as follows:

- 1. Loss or damage, if any, to the property described in this policy shall be payable firstly to the Lienholder and secondly to the insured, as their interests may appear, provided nevertheless that upon demand by the Lienholder upon the Company for separate settlement the amount of said loss shall be paid directly to the Lienholder to the extent of its interest and the balance, if any, shall be payable to the insured.
- 2. The insurance under this policy as to the interest only of the Lienholder shall not be impaired in any way by any change in the title or ownership of the property or by any breach of warranty or condition of the policy, or by any omission or neglect, or by the performance of any act in violation of any terms or conditions of the policy or because of the tailure to perform any act required by the terms or conditions of the policy or because of any false statement concerning this policy or the subject thereol, by the insured or the insured's employees, agents or representatives; whether occurring before or after the attachment of this agreement, or whether before or after the loss; PROVIDED, however, that the wronglut conversion, embezzlement or secretion by the Purchaser, Mortgagor, or Lessee in possession of the insured property under mortgage, conditional safe contract, lease agreement, or other contract is not covered under this policy, unless specifically insured against and premium paid therefor.
- 3. In the event of failure of the insured to pay any premium or additional premium which shall be or become due under the lernes of this policy, this Company agrees to give written notice to the Lienholder of such non-payment of premium after sixty (60) days from and within one hundred and twenty (120) days after due date of such premium and it is a condition of the continuance of the rights of the Lienholder that the Lienholder when so notified in writing by this Company of the failure of the insured to pay such premium shall pay or cause to be paid the promium due within len (10) days following receipt of the Company's demand in writing therefor. If the Lienholder shall decline to pay said premium or additional premium, the rights of the Lienholder under this Automobile Loss Payable Endorsement shall not be terminated before ten (10) days after receipt of said written notice by the Lienholder.
- 4. If the Company elects to cancel this policy in whole or in part for non-payment of premium, or for any other reason, the Company will forward a copy of the cancellation notice to the Lienholder at its office specified hereinalter concurrently with the sending of notice to the insured but in such case this policy shall continue in force for the benefit of the Lienholder only for ten (10) days after written notice of such cancellation is received by the Lienholder. In no event, as to the interest only of the Lienholder, shall cancellation of any insurance under this policy covering the property described in the policy be effected at the request of the insured before ten (10) days after written notice of request for cancellation shall have been given to the Lienholder by the Company. In the event of cancellation of this policy the uncarned premium shall be paid to the Lienholder, provided the said Lienholder has advanced the premium.
- 5. If there be any other insurance upon the within-described property, this Company shall be liable under this policy as to the Lienholder only for the proportion of such loss or damage that the sum hereby insured bears to the whole amount of valid and collectible insurance of similar character on said property under policies held by, poyable to and expressly consented to by the Lienholder, and to the extent of payment so made this Company shall be subrogated (pro rate with all other insurers contributing to said payment) to all of the Lienholder's rights of contribution under said other insurance.
- 6. Whenever this Company shall pay to the Lienholder any sum for loss or damage under this policy and shall claim that as to the insured no liability therefor exists, this Company at its option, may pay to the Lienholder the whole principal sum and interest due or to become due from the insured on the obligation secured by the property insured under this policy, (with refund of all interest not accured), and this Company shall thereupon receive a full assignment and transfer, without recourse, of said obligation and the security held as collateral thereto; but no subrogation shall impair the right of the Lienholder to recover the full amount of its claim.
- 7. The coverage granted under this policy shall continue in full force and effect as to the interest of the Lienholder only, for a period of ten (10) days after expiration of said policy unless an acceptable policy in renewal thereof with loss thereunder payable to the Lienholder in accordance with the terms of this Automobile Loss Payable Endorsement shall have been issued by some insurance company and accepted by the Lienholder. In the event of a loss not otherwise covered during the extended ten (10) day period herein telerred to, an annual policy covering the same hazards to the property insured under the original policy shall be issued and accepted by the Lienholder and Mortgagor.
- 8. Should the ownership and right of possession of any of the property covered under this policy become vested in the Lienholder or its agent, this policy shall continue for the term theroof for the benefit of the Lienholder (with all incidents of ownership of the policy) but, in such event, Paragraphs two (2), live (5) and six (6) of this Automobile Loss Payable Endorsement shall no longer apply: provided, nevertheless, all privileges and endorsements which, by reason of the printed conditions of this policy; are or may be necessary to maintain the validity of the contract are hereby granted for a period of thirty (30) days and all notices likewise required to be given to the Company by the insured are hereby waived for a period of thirty (30) days with the exception of requirements applying at the time of or subsequent to a loss.
- 9. All notices herein provided to be given by the Company to the Lienholder in connection with this policy and this Automobile Loss Payable Endorsement shall be mailed to or delivered to the Lienholder at the address of its office or branch shown in this endorsement.

| 10/6678/NUMBER | INSURED | ENDT. HA EFFECTIVE |
|---|--|---|
| LC 264 81 39 ANCELES CI- FIREMAN'S FUND INSURANCE THE AMERICAN INSURANCE NATIONAL SURETY CORPO ASSOCIATED INDEMNITY COR AMERICAN AUTOMOBILE INSURAL Myron Rus Barre PRES | COMPANY DRATION BPORATION MCE COMPANY COUNT | PRODUCER 5/17/78 8 ASSICIATES INC. ERSIGNATURE OF AUTHORIZED AGENT |

180012-12-67

LEASED CAR ENDORSEMENT WOODLAND HUIS BIO

IT IS AGREED THAT THE AUTOMOBILE DESCRIBED BELOW OR DESIGNATED IN THE POLICY AS SUBJECT TO THIS ENDORSEMENT SHALL BE DEEMED TO BE OWNED BY THE NAMED INSURED WHILE HIRED BY THE NAMED INSURED UNDER LONG TERM CONTRACT. THE INSURANCE UNDER THE LIABILITY COVERAGES OF THE POLICY SHALL COVER AS AN INSURED THE OWNER OR LESSEE OF SUCH AUTOMOBILE, BUT ONLY AS A PERSON OR ORGANIZATION LEGALLY RESPONSIBLE FOR THE ACTUAL USE OF SUCH AUTOMOBILE BY AN INDIVIDUAL WHO IS OTHERWISE AN INSURED UNDER THE POLICY WITH RESPECT TO SUCH AUTOMOBILE.

DESCRIPTION OF AUTOMOBILE:

1978 OLDS DELTA "88" COUPE #5825

LEASED FROM:

100

THE PROPERTY AS A SECOND OF THE PROPERTY OF TH

BOULEVARD LEASING ... 1890 LONG BEACH BLVD LONG BEACH, CA

| 10/6/78/VT | | INS | SURED | ENDT. #15 | EFFECTIVE |
|--|---|------|-------|---|-----------|
| LC 264 81 39 | ANGELES CHEMICAL CD., | INC. | ETAL | 10.0 | 5/17/78 |
| FIREMAN'S F THE AMERIC NATIONA ASSOCIATED | UND INSURANCE COMPANY CAN INSUBANCE COMPANY L SUBETY CORPORATION INDEMNITY CORPORATION MOBILE INSURANCE COMPANY | | | PRODUCES HM & ASSOCIATES INC. TERSIGNATURE OF AUTHORIZES | |
| (mothers) | | 70-X | | | |

100647-6-73

WOODLAND HILLS B/O

| AUTO NO. | TERRITORY | P/R FACTOR |
|-------------|-----------|---------------|
| | 82 | -347 |

ALL PURPOSE AUTOMOBILE ENDORSEMENT

It is agreed that the declarations or schedules of the policy are amended solely with respect to such and so many of the following particulars marked \boxtimes . The entry therein specified is substituted for the corresponding entry appearing in the policy declarations or schedules and may prior amendments.

| | ITEM I. | | RAGING AUTO CH | | INSURE | | | IS CORRECT | CTED TO R | READ: | |
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| | ITEM 2. | a. AUTOMOBILE | ADDED, | THE CO SHALL | VERAGES APPLY T | INDICATEL O THE FOL | O IN ITEM : | OF THIS E | NDORSEM 8 AUTOMOB | ENT ILE. | |
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| TEN | A 5. | | | SCHEDU | LE | | | | | - | |
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| - | PROPERTY DAMAGE LI COMBINED BY PROPERTY DA | ABILITY ODILY INJURY AND AMAGE LIABILITY | S ENDT | , 000 EACH COLORNY | 100+ | 5. | | | | | |
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| | (2) PERSC | NAL EFFECTS | \$100 | †† | | | 4- | | | | |
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| + | THEFT (SHO | | ACTUAL CASH \$ ACTUAL CASH \$ VALUE OF | | | | | | | | |
| | COMBINED | ADDITIONAL | ACTUAL CASH \$ | | | | | | 1* | | |
| 1 | TOWING AN | ND STS | \$25 | PISABLEMENT PEN | | | | -2 | | | |
| 1 | UNINSURED MOTORISTS (BODILY INJURY ONLY) | | | 000 EACH | | | | <i>iJA</i> | N 24 19, | 20 | |
| _ | | | 3 | SUB TOTAL | 30. | 1. | | - M | NE. | A | |
| DO | RSEMENTS . | ATTACHED | | | | | | | | | |
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| \$ | | PAYABLE ON EF | FECTIVE DATE OF | ENDORSEMENT: | SUBSEQU | ENT INSTAL | LMENT(S) | DUE AMENO | DED TO \$_ | | |
| /1 | 8479 AVT. | BER PO | LICY FION DATE | | INS | END | T. #16_ | | EFF | RSEMEN FECTIVE DATE | |
| C- | THE A | AMERICAN INSUF TIONAL SURETY CIATED INDEMNI | RANCE COMPAN RANCE COMPANY | 4 | | | PRODU | UGER | | .5/78_ | |

100155--- 6-76 REV

AND HILLS B/O

LEASED CAR ENDORSEMENT

IT IS AGREED THAT THE AUTOMOBILE DESCRIBED BELOW OR DESIGNATED IN THE POLICY AS SUBJECT TO THIS ENDORSEMENT SHALL BE DEEMED TO BE OWNED BY THE NAMED INSURED WHILE HIRED BY THE NAMED INSURED UNDER LONG TERM CONTRACT. THE INSURANCE UNDER THE LIABILITY COVERAGES OF THE POLICY SHALL COVER AS AN INSURED THE OWNER OR LESSEE OF SUCH AUTOMOBILE, BUT ONLY AS A PERSON OR ORGANIZATION LEGALLY RESPONSIBLE FOR THE ACTUAL USE OF SUCH AUTOMOBILE BY AN INDIVIDUAL WHO IS OTHERWISE AN INSURED UNDER THE POLICY WITH RESPECT TO SUCH AUTOMOBILE.

DESCRIPTION OF AUTOMOBILE:

1979 BUICK REGAL #5593

LEASED FROM: BOULEVARD LEASING 1890 LONG BEACH BLVD

LONG BEACH, CA 90806

1/11/79/VT

ENDT.#17

EFFECTIVE POLICY NUMBER INSURED 12/15/78 ANGELES CHEMICAL CO., INC., ETAL LC 264 8T 39 FIREMAN'S FUND INSURANCE COMPANY
THE AMERICAN INSURANCE COMPANY
NATIONAL SURETY CORPORATION
ASSOCIATED INDEMNITY CORPORATION PRODUCER MAX BEHM & ASSOC. . INC.
COUNTERSIGNATURE OF AUTHORIZED AGENT

Moron De Bain

AMERICAN AUTOMOBILE INSURANCE COMPANY

PRESIDENT

70-X

100647-6-73

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WOODLAND HILLS B/O

LOSS PAYABLE CLAUSE

(Optional - Pacific Coast Form)

NAME AND ADDRESS OF LOSS PAYER

REPERENCE TO "PROPERTY" IN THIS ENDORSEMENT MEANS:

BANK OF AMERICA 1840 LONG BEACH BLVD LONG BEACH, CA 90806

1979 BUICK REGAL #5593

With respect to the interest of the Lienholder named as Loss Payee above, its successors and assigns, (hereinalter called the Lienholder) in its capacity as conditional Vendor or Mortgagee or otherwise, in the property insured under this policy, this Company hereby agrees as follows:

- 1. Loss or damage, if any, to the property described in this policy shall be payable firstly to the Lienholder and secondly to the insured, as their interests may appear, provided nevertheless that upon demand by the Lienholder upon the Company for separate settlement the amount of said loss shall be paid directly to the Lienholder to the extent of its interest and the balance, if any, shall be payable to the insured.
- 2. The insurance under this policy as to the interest only of the Lienholder shall not be impaired in any way by any change in the title or ownership of the property or by any breach of warranty or condition of the policy, or by any omission or neglect, or by the performance of any act in violation of any terms or conditions of the policy or because of the failure to perform any act required by the terms or conditions of the policy or because of the subjection of the property to any conditions, use or operation not permitted by the policy or because of any false statement concerning this policy or the subject thereof, by the Insured or the insured's employees, agents or representatives; whether occurring before or after the attachment of this agreement, or whether before or after the loss; PROVIDED, however, that the wrongful conversion, embezzlement or secretion by the Purchaser, Mortgagor, or Lessee in possession of the insured property under mortgage, conditional sale contract, lease agreement, or other contract is not covered under this policy, unless specifically insured against and premium paid therefor.
- 3. In the event of faiture of the insured to pay any premium or additional premium which shall be or become due under the terms of this policy, this Company agrees to give written notice to the Lienholder of such non-payment of premium after sixty (60) days from and within one hundred and twenty (120) days after due date of such premium and it is a condition of the continuance of the rights of the Lienholder become that the Lienholder when so notified in writing by this Company of the failure of the insured to pay such premium shall pay or cause to be paid the premium due within ten (10) days following receipt of the Company's demand in writing therefor. If the Lienholder shall decline to pay said premium or additional premium, the rights of the Lienholder under this Automobile Loss Payable Endorsement shall not be terminated before ten (10) days after receipt of said written notice by the Lienholder.
- 4. If the Company elects to cancel this policy in whole or in part for non-payment of premium, or for any other reason, the Company will forward a copy of the cancellation notice to the Lienholder at its office specified hereinafter concurrently with the sending of notice to the insured but in such case this policy shall continue in force for the benefit of the Lienholder only for ten (10) days after written notice of such cancellation is received by the Lienholder. In no event, as to the interest only of the Lienholder, shall cancellation of any insurance under this policy covering the property described in the policy be effected at the request of the insured before ten (10) days after written notice of request for cancellation shall have been given to the Lienholder by the Company. In the event of cancellation of this policy the unearned premium shall be paid to the Lienholder, provided the said Lienholder has advanced the premium.
- 5. If there be any other insurance upon the within-described property, this Company shall be liable under this policy as to the Lienholder only for the proportion of such loss or damage that the sum hereby insured bears to the whole amount of valid and collectible insurance of similar character on said property under policies held by, payable to and expressly consented to by the Lienholder, and to the extent of payment so made this Company shall be subrogated (pro rata with all other insurers contributing to said payment) to all of the Lienholder's rights of contribution under said other insurance.
- 6. Whenever this Company shall pay to the Lienholder any sum for loss or damage under this policy and shall claim that as to the insured no liability therefor exists, this Company at its option, may pay to the Lienholder the whole principal sum and interest due or to become due from the insured on the obligation secured by the property insured under this policy, (with refund of all interest not accrued), and this Company shall thereupon receive a full assignment and transfer, without recourse, of said obligation and the security held as collateral thereto; but no subrogation shall impair the right of the Lienholder to recover the full amount of its claim.
- 7. The coverage granted under this policy shall continue in full torce and effect as to the interest of the Lienholder only, for a period of ten (10) days after expiration of said policy unless an acceptable policy in renewal thereof with loss thereunder payable to the Lienholder in accordance with the terms of this Automobile Loss Payable Endorsement shall have been issued by some insurance company and accepted by the Lienholder. In the event of a loss not otherwise covered during the extended ten (10) day period herein referred to, an annual policy covering the same hazards to the property insured under the original policy shall be issued and accepted by the Lienholder and Mortgagor.
- 8. Should the ownership and right of possession of any of the property covered under this policy become vested in the Lienholder or its agent, this policy shall continue for the term thereof for the benefit of the Lienholder (with all incidents of ownership of the policy) but, in such event, Paragraphs two (2), five (5) and six (6) of this Automobile Loss Payable Endorsement shall no longer apply; provided, nevertheless, all privileges and endorsements which, by reason of the printed conditions of this policy, are or may be necessary to maintain the validity of the contract are hereby granted for a period of thirty (30) days and all notices likewise required to be given to the Company by the insured are hereby waived for a period of thirty (30) days with the exception of requirements applying at the time of or subsequent to a loss.
- 9. All notices herein provided to be given by the Company to the Lienholder in connection with this policy and this Automobile Loss Payable Endorsement shall be mailed to or dolivered to the Lienholder at the address of its office or branch shown in this endorsement.

| 1./1.9749\$\Lennee | INS | URED ENDT. #18 | EFFECTIVE |
|----------------------------------|--|--------------------|-----------|
| C 264 81 39 | ANGELES CHEMICAL CO., INC., | ETAL | 12/15/78 |
| THE AMER NATIONA ASSOCIATE | FUND INSURANCE COMPANY ICAN INSURANCE COMPANY AL SURETY CORPORATION D INDEMNITY CORPORATION TOMOBILE INSURANCE COMPANY | COMMERCIAL TO RESS | |
| Cyn | Grow Du Baine PRESIDENT 70.X | | |

180012-12-67

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the followings:

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE—BASIC AUTOMOBILE LIABILITY INSURANCE

AMENDMENT OF DEFINITION OF "AUTOMOBILE BUSINESS" - CALIFORNIA

It is agreed that the definition of "automabile leusiness" in this policy is deleted and replaced by the following:
"automabile business" means the business or occupation of selling, repairing, servicing, delivering, lesting, road-testing, parking, or storing automabiles.

Pireman's fund insurance company the american insurance company national surety corporation associated indemnity corporation american automorize insurance company

PRESIDENT

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100904-8-74



THE THE RESIDENCE OF THE PROPERTY OF THE PROPE

AGREEMENT TO DELETE PROTECTION AGAINST UNINSURED MOTORISTS INSURANCE (CALIFORNIA)

Section 11580,2(a) of the California Insurance Code requires as insurer to provide uninsured motorists coverage in each bodily injury liability insurance policy it issues covering liability arising out of the ownership, maintenance, or use of a motor vehicle. Such section also permits the insurer and the applicant to delete such coverage completely or with respect to one or more natural persons designated by name when operating a motor vehicle. Uninsured motorists coverage insures the insured, his heirs, or legal representatives for all sums within the financial responsibility limits which such person or persons are legally entitled to recover as damages for bodily injury, including any resulting sickness, disease, or death, to him from the owner or operator of an uninsured motor vehicle nat owned or operated by the insured.

Pursuant to the authority of said Section 11580.2(a) of the California Insurance Code, bath the name

| of insured of | and ti | ne insurer designated below hereby agree as | indicated below by $[x]$, as follow | V\$: |
|-----------------------|--------|--|--------------------------------------|------|
| | 1. | Protection Against Uninsured Motorists (nsu from the policy issued by the insurer. | urance is deleted in its entirety | |
| XX | 2. | Pratection Against Uninsured Motorists Insupplicy issued by the insurer with respect to or use of any motor vehicle of the Communications. | the ownership, maintenance | |
| | | | type(s). | |
| | 3, | Protection Against Uninsured Motorists Insured the following named person(s) when | | |
| | | Named Person(s) | | |
| | | E) | 3.9 | |
| | | | 43 | |
| Agreed: Name of In | sured | Augelus Chemical Co., Inc. & Stellion Tank Lines, Inc. | Date | |
| т. | R. | | •= *** | |
| | - 1 | General Partner, Officer, Etc | State Capacity | |
| | | | | |
| Insurer | | | | |
| Policy Num | ber _ | LC 264 81 39 | | |

300414-3-73



AGREEMENT TO DELETE PROTECTION AGAINST UNINSURED MOTORISTS INSURANCE (CALIFORNIA)

Section 11580.2(a) of the California Insurance Code requires as insurer to provide uninsured motorists coverage in each bodily injury liability insurance policy it issues covering liability arising out of the ownership, maintenance, or use of a motor vehicle. Such section also permits the insurer and the applicant to delete such coverage campletely or with respect to one or more natural persons designated by name when operating a motor vehicle. Uninsured motorists coverage insures the insured, his hairs, or legal representatives for all sums within the financial responsibility limits which such person or persons are legally entitled to recover as damages for bodily injury, including any resulting sickness, disease, or death, to him from the owner or operator of an uninsured motor vehicle not owned or operated by the insured.

Pursuant to the authority of said Section 11580,2(a) of the California Insurance Code, both the name

| of In | sured (| and t | he insurer designated below hereby agree as indicated below by 🕱 , as follows: |
|--------|----------------|--------|---|
| | | ١. | Protection Against Uninsured Motorists Insurance is deleted in its entirety from the policy issued by the Insurer. |
| | | 2. | Protection Against Uninsured Motorists Insurance is deleted from the policy issued by the insurer with respect to the ownership, maintenance or use of any motor vehicle of the |
| | | | type(s). |
| | | 3. | Protection Against Uninsured Motorists insurance does not cover as an insured the following named person(s) when operating a motor vehicle: |
| | | | Named Person(s) |
| Agree | ed: e of In | sured | Angelus Chemical Co., Inc. & Stailion Tank Lines, Inc. Date |
| | | By_ | |
| | | , - | General Partner, Officer, EtcState Capacity |
| Insure | er | | · |
| Dalt- | Nb | L | LC 264 81 39 |
| LOILC | א ואטוו | ider " | |
| | | | |

COVERAGE PART - COMPREHENSIVE GENERAL LIABILITY INSURANCE

THE TAXABLE IMPROVED TO THE

SCHEDULE

THE INSURANCE AFFORDED IS ONLY-WITH RESPECT TO SUCH OF THE FOLLOWING COVERAGES AS ARE INDICATED BY SPECIFIC PREMIUM CHARGE OR CHARGES. THE LIMIT OF THE COMPANY'S LIABILITY AGAINST EACH SUCH SUCH COVERAGES. THE LIMIT OF THE COMPANY IS LIABILITY AGAINST EACH SUCH SUCH COVERAGES.

| COVERAGES | | 1 | LIE | MITS OF LIABIL | ITY | |
|---|--------------------------|--|--|------------------------------------|------------------|------------------------------|
| | | s As | | H OCCURRENCE | | |
| A. BODILY INJURY LIABILITY | | s Per | ,000 AZG | A) | | |
| B. PROPERTY DAMAGE LIABILITY | | s Endt | | H OCCURRENCE | | |
| 12 | CENER | AL LIABILITY HA | | MEDATE. | | |
| | GENERA | I I | | | | |
| DESCRIPTION OF HAZARDS | CODE NO. | PREMIUM BASES | BODILY | PROPERTY DAMAGE | BOOILY IN/URY | PREMIUM PROPERT DAMAGE |
| PREMIRES - OPERATIONS | | (A) AREA (EQ. FT.) (B) FRONTAGE (C) REMUNERATION | (A) PER 100 80. (8) PER LINEAR (C) PER 1100 OF | FT. OF AREA FT. REMUNERATION | | |
| Chemical Mfg. | 52-28106X | c)55,000 c)55,000 | 1.608 | .504 | 884. | 277. 153. |
| Fruckmen | 52-42133 | | (2) | | | |
| | the stores | C)35,000 | 1.157 | ÷531 | 405. | 186. |
| Excess Limits | 48-99901 | Plat | 1 | | | 45. |
| Multi Cover | 48-90003 | 10% | 1 | | 1,004. | 665. |
| | 4 19 5 | - 4 | - 1 - 1 | | | |
| | | 1 | | | | |
| ESCALATORS (NUMBER AT PREMISES) | = 11th - 12th - 14th - 1 | NUMBER INSURED | PER L | ANDING | | |
| I AM | | | | 31 | 000 | |
| INDEPENDENT CONTRACTORS | | COST | PER ()00 | OF COST | | |
| NA I | | | | | | |
| COMPLETED OPERATIONS | ** | (A) RECEIPTS | (A) PKR \$1,000 | OF RECEIPTS | | |
| NA I | | 1 | - " | | | |
| РЯОБИСТЯ | | (0) DALES | (A) PER SI.O | 100 OF SALES | | - |
| Chemical Mfg. Manufacturers Representati | | b)700,000 b) 4,200,0 0 | 2.880 3802 | 3.960 | 2,016. 3,368. | 2,772 1,554 |
| Stores, N.O.C. | 55-50991 | b)2,100,00k | 1.603 | .792 | 3,366. | 1,663 |
| ENDORSEMENTS ATTACHED | 1- | | | | | |
| 200 | | | | TOTAL ADVANC | E PREMIUM 🏲 | \$ 18,35 |

| | | | ADD | ITIONAL D | ECLARATIONS | | |
|----------------|--------------------------|--------------|-----------------|-------------------|-------------------|--------------|------------------------------|
| LOCATION OF AL | L PARMISES F LOCATION | SAME AS ADDE | NENTED TO ON GO | NTROLLED BY | THE NAMEO INBURKO | INTEREST OF | NAMED INSURED IN SUCH PREMIS |
| | | | 1. | Contraction and a | | DOWNER | TENANT DESSE |
| | | 1.0 | , | | | FART OCCUPIE | D BY NAMED INSURED |
| | | | | | | | |

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In a laregoing discloses all hazards insured Research rhown to exist at the effective date of this policy, unless otherwise stated herein.

I. COVERAGE B—PROPERTY DAMAGE LIABILITY
The Company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of Coverage B. property damage
to which this insurance applies, caused by an eccurrence, and the Company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or properly damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the Company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the Company's liability has been exhausted by payment of judgments or settlements.

Exclusions
This insurance does not apply:
(a) to liability assumed by the insured under any contract or agreement except an incidental contract but this exclusion does not apply to a warranty of litness or quality of the named insured will be done in a workmanitis monner.

| { | Continued | on Reverse | Side) |
|---|-----------|------------|-------|

| POLICY NUMBER | | INSI | JRED | | | EFFECTIVE |
|--|---|------|----------|----------|---------------|---------------|
| IC 264 81 39 | | | 6 6 | | 15 | |
| THE AMERICAN IN NATIONAL SURE ASSOCIATED INDEX | SURANCE COMPANY SURANCE COMPANY TY CORPORATION . ANITY CORPORATION | 1 . | | | PRODUCER | 100 |
| - William converse in the American | E INSURANCE COMPANY | | CO | UNTERBIG | NATURE OF AUT | HORIZED AGENT |
| Myran Du B | PRESIDENT | 70.X |) | | 1 | |

105040-1-73

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(Continued from Obverse Side)

(b) to bedily injury or properly damage crising out of the ownership, maintenance, operation, use, leading or unleading of (1) any automobile or circraft owned or operated by or rented or leaned to any insured, or (2) any other automobile or aircraft operated by any person in the course of his employment by any insured; but this exclusion does not apply to the parking of an automobile on premises owned by, rented to ar controlled by the named beaured or the ways immediately adjoining, it such automobile is not owned by or rented or located to any insured; (c) to bedily injury or property damage crising out of (1) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any preguranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity or (2) the operation or use of any snowmobile or trailer designed for use therewith; (d) to bedly injury or property damage crising out of any in the course of the transportation of mobile or trailer designed for use

In practice or preparation for any such contest or activity or (2) the operation or use of any snowmobile or trailer designed for use therewith.

(d) to bedily injury or property damage arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or located to any insured:

(e) to bedily injury or property damage critising out of the ewnership, maintenance, operation, use, loading or unloading of (1) any watercraft owned or operated by any person in the course of his employment by any insured:

(2) any other varietical operated by any person in the course of his employment by any insured:

(b) this exclusion does not apply to watercraft while ashers on premises owned by rented to or controlled by the named insured:

(i) to bedily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, sool, tumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply I such discharge, dispersal, release or escape is sudden and accidental.

(g) to bedily injury or property damage due to war, whether or not declared stall war insured to a readility or exceeding a sudden and accidental.

accidental.

(g) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, reballion or revolution or to any act or condition incident to any of the foregoing, with respect to (1) liability assumed by the insured under an incidental contract, or (2) exponses for first old under the Supplementary Payments provision;

(h) to bodily injury or property damage for, which the insured or his indemnitee may be held liable

(1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or (2) if not as engaged, as an owner or lessor of premises used for such purposes,

If such hability is imposed

(i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, or

(i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, or

(ii) by reason of the selling, serving or giving of any olcoholic beverage to a minor or to a person under the influence of alcohol or which cruses or contributes to the intoxication of any person;
but part (ii) of this exclusion does not apply with respect to liability of the insured or his indemnitee as an owner or lesser described (i) by any obligation for which the insured or any corrier as his insurer may be held liable.

which causes or contributes to the intercention of any, persons, but part (iii) of this exclusion does not apply with respect to liability of the insured or his indemnites as an ewner or lessed described in (2) above;
(1) to may obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
(1) to bedily injury to any employee of the insured arising out of and in the course of his employment by the insured or to any obligation of the insured to indemnity another because of deamages actions out of such injury, but this exclusion does not apply to hisbility another because of deamages arising out of such injury, but this exclusion does not apply to hisbility another because of deamages for the insured. (2) property used by the insured, or (3) property another because of the insured is for any purpose exercising physical control; (b) to property demage to (1) property demage to (1) property demage to (2) and (3) of this exclusion does not apply with respect to property demage (other than to elsewtors) arising out of the use of an elsewtor of premises of owned by, rented to or controlled by the named insured.

(ii) to property demage to premises alienated by the named insured arising out of such premises or any part thereof, (iii) to property demage to premises of the health of the named insured of any contract or agraement, or (1) a delay in or lock of performance by or on behelf of the named insured of any contract or agraement, or (2) the faulture of the named insured or represented by the named insured of the named insured to meet the level of performance, but this sexclusion does not apply to loss of use of other tanglible property revised to any property of the condition of the named insured after such products or work performed by or on behalf of the named insured after such products or work have been put to use by any person or organization other than an insured.

(iv) to prop

IL PERSONS INSURED

Can of the following is an insured under this insurance to the extent sol forth below:

(a) if the named insured is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the named insured with respect to the conduct of such a business;

(b) if the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture and easignated and any partner or member thereof but only with respect to his liability as such;

(c) if the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;

(d) any person (other than are employed of the named insured) or organization while acting as real estate manager for the named insured; and

insured; and (a) with respect to the operation, for the purpose of locametion upon a public highway, of mobile equipment registered under any motor, valuale registeration law, (i) an employee of the named insured while operating any such equipment in the course of his employment, and (ii) any other person while operating with the permission of the named insured and sured any such equipment registered in the name of the named insured and any person or arganization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization shall be an insured under this paragraph (a) with respect to: (1) bodily injury to any fellow employee of such person injured in the course of his employment, or (2) property damage to property owned by rented to, in charge of or occupied by the named insured or the employer of any person described in subparagraph (ii).

This insurance does not apply to bodily lajury or property damage arising out of the conduct of any pertnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

UL LIMITS OF LIABILITY

III LIMITS OF IRABILITY
Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, or (3) claims made or suits brought on account of bodily injury or property damage, the Company's liability is limited as follows:

Coverage A — The total liability of the Company for all damages, including damages for care and loss of services, because of badily injury actioned by one or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the schedule as applicable to "each occurrence."

Subject to the above provision respecting ("each occurrence", the total liability of the Company for all damages because of (1) all bodily injury included within the completed operations hazard and (2) all bodily injury included within the products hazard shall not exceed the limit of bodily injury liability stated in the schedule as "aggregate".

Coverage B — The total liability of the Company for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in the schedule as applicable to "each eccurrence".

organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in the schedule as applicable "each occurrence" and in a schedule as applicable of the above provision respecting "each occurrence", the total liability of the Company for all damages because of all property damage to which this coverage applies and described in any of the numbered subparagraphs below shall not exceed the limit of preperty damage liability stated in the schedule as "aggregate" (1) all property damage arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including property damage included in subparagraph (2) below (2) all property damage arising out of and occurring in the course of operations performed for the named insured by independent contractors and general supervision thereof by the named insured, including property damage for which liability is assumed under any incidental contract relating to such operations, but this subparagraph (2) does not include property damage crising out of mainstand, including any survey of premises owned by or rented to the named insured included within the products hazard and ill property damage included within the complete operations, but this subparagraph (2) does not include property damage crising out of mainstanding included within the complete operations hazard.

Such aggregate limit shall apply separately to the property damage described in subparagraphs (1), (2) and (3) above, and under subparagraphs (1) and (2), separately with respect to each propert from premises owned by or rented to the named insured.

Coverages A and B—For the purpose of determining the limit of the Company's hability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

IV. POLICY TERRITORY

IV. POLICY TERRITORY

This insurance applies apply to bodily injury or property damage which occurs within the policy territory.

When used as a premium basis:

"admissions" means the total number of persons, other than employees of the named insured, admitted to the event insured or to events conducted on the premises whether on paid admission tackets, complimentary tackets or passes,

"cost" means the total cost to the named insured with respect to operations performed for the named insured during the policy period by independent contractors of all work let or sub-let in connection with each specific project, including the cost of all taber, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or subcontractor, including all fees, allowances, benuses or commissions made, paid or due;

"receipts" means the gross amount of money charged by the named insured for such operations by the named insured or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, brondeasting or motion pictures, and includes taxes, other than taxes which the named insured collects as a separate, letter and by all employees of the named insured. Only the project to the child employees of the named insured of their than charged when the contractor of mobile equipment) and directly lock and occupied, subject to any overtime scratings or limitation of remuneration rule applicable in accordance with the manuela in use by the Chingdon's made for all goods and products and distributed during the rolley period and distributed during the rolley period and distributed during the rolley period of property. The name for all goods and products and distributed during the rolley period and distributed during the rolley period.

THE COMPAN. JESIGNATED ON THE DECLARATIONS. AGE

(Mailing Address: P.O. Box 3395, Son Francisco, California 94119)

in consideration of the payment of the premium. In reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this policy, agrees with the named insured as follows:

DEFINITIONS

When used in this policy (including endervenents forming a part hereof):

"automobile" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereta), but does not include mebile equipment:

Sodily injuly amount bodily injury sickness or disease) sustained by any (person which focus editing the policy period, including soult of my this resulting therefore.

"completed operations hazard" includes bodily injury and property damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the named insured. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- when all; operations to be performed by or on behalf of the named insured under the contract have been completed.
- (2) when all operations to be performed by or on behalf of the named insured at the site of the operations have been completed, or
- (3) when the portion of the work out of which the injury or damage arises have been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deliciency, but which are otherwise complete, shall be deemed completed.

The completed operations hazard does not include bedily lajury or ropesty damage arising out of

- a) operations in connection with the transportation of property uncess the bodily injury or property damage arises out of a condition to or on a vehicle created by the loading or unloading thereof.
- b) the existence of tools, uninstalled equipment or abandoned or nused materials, or
- :) operations for which the classification stated in the policy or in se Company's manual specifies "including completed operations";

ilevator" means any holsting or lowering device to connect floors landings, whether or not in service, and all appliances thereof childing any car, platform, shalt, hoistway, stairway, runway, were equipment and machinery; but does not include an automole servicing hoist, or a hoist without a platform outside a building without mechanical power or if not attached to building without mechanical power or if not attached to building walls, a hod or material hoist used in alteration, construction or demonstrations, or an inclined conveyor used exclusively for trying property or a dumbwaiter used exclusively for carrying sperty and having a compartment height not exceeding four feet;

cidental contract means any written (1) lease of premises, (2) toment agreement, except in connection with construction or nolition operations on or adjacent to a railroad, (3) undertaking indemnify a nunicipality required by municipal ordinance, exit in connection with work for the nunicipality, (4) sidetrack sement, or (5) elevator maintenance agreement;

"Insured" means any parson or arganization qualifying as an insured in the "Parsons insured" provision of the applicable insurance coverage. The insurance allorded applies superotely to each insured against whom claim is made or suit is brought, except with respect to the limits of the Company's liability;

"mobile equipment" means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the named insured including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of raterding mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power crones, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scropers, rollers and other road construction or repair equipment; oir-compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment;

"named insured" means the person or organization named in Item
1. of the declarations of this policy;

"named insured's products" means goods or products manufactured, sold, handled or distributed by the named insured or by others trading under his name, including any container thereof (other than a vehicle), but "named insured's products" shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold;

"occurrence" means an occident, including continuous or repeated exposure to conditions, which results in bodily injury or property damage neither expected nor intended from the standpoint of the insured:

"pelicy territory" means:

- the United States of America, its territories or possessions, or Canada, or
- (2) international waters or air space, provided the bedily injury or property damage does not occur in the course of travel or transportation to ar from any other country, state or nation, or
- (3) anywhere in the world with respect to damages because of bodily injury or property damage arising out of a product which was sold for use or consumption within the territory described in paragraph (1) above, provided the original suit for such damages is brought within such territory;

"products hazard" includes bodily injury and property damage arising out of the named insured's products or reliance upon a representation or warranty made at any time with respect thereto, but only if the bedily injury or property damage occurs away from premises owned by an rented to the named insured and after physical possession of such products has been relinquished to others.

"property damage" means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period;

SUPPLEMENTARY PAYMENTS

Company will pay, in addition to the applicable limit of liability; all expenses incurred by the Company, off costs taxed against insured in any suit defended by the Company, and all interest on entire amount of any judgment therein which accrues after to the judgment and before the Company has paid or tend or deposited in court that part of the judgment which does exceed the limit of the Company's liability thereon;

iremiums on appeal bonds required in any such suit, premiums ands to release attachments in any such suit for an amount a excess of the applicable limit of liability of this policy, and ast of bail bonds required of the insured because of accident

or traffic law violation arising out of the use of any rehicle to which this policy applies, not to exceed \$250 per bait band, but the Company shall have no obligation to apply for or furnish any such bands;

(c) expenses incurred by the insured for first aid to others at the time of an occident, for bodily injury to which this policy applies;

(d) reasonable expenses incurred by the insured at the Company's request in assisting the Company in the investigation or delense of any claim or suit, including actual loss of earnings not to exceed \$25 per day.

CONDITIONS

Fremium: All premiums for this policy shall be computed in accordance with the Company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance alforded herein.

Premium designated in this policy as "advance premium" is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each period (or port thereof terminaling with the end of the policy period) designated in the declarations as the audit period the earned premium shall be computed for such period and upon notice thereof to the named insured, shall become due and payable. If the total earned premium for the policy period is less than the premium previously paid, the Contpany shall return to the named insured the uncorned portion paid by the named insured.

The named insured shall maintain records of such information as is necessary for premium computation, and shall send capies of such records to the Company at the end of the policy period and at such times during the policy period as the Company may direct.

2. Inspection and Audit: The Company shall be permitted but not obligated to inspect the named insured's property and operations at any time. Neither the Company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the named insured or others, to determine or worrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.

The Company may examine and audit the named insured's books and records at any time during the policy period and extensions hereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

. Fluorical Responsibility Laws: When this policy is certified as roof of financial responsibility for the future under the provisions i any motor vehicle linancial responsibility law, such insurance is is afforded by this policy for bedliy injury liability or for property smage liability shall comply with the provisions of such law to e extent of the coverage and limits of liability required by such w. The insured agrees to reimburse the Company for any pay-ant made by the Company which it would not have been obligated make under the terms of this policy except for the agreement natured in this paragraph.

Insured's Duties in the Event of Occurrence. Claim or Suits

In the event of an occurrence, written notice containing pariture sufficient to identify the insured and also reasonably ainable information with respect to the time, place and chaumness thereof, and the names and addresses of the injured and available witnesses, shall be given by or far the insured to the appary or any of its authorized agents as soon as practicable.

If claim is made or suit is brought against the insured, the red shall immediately forward to the Company every ded, notice, summons or other process received by him or his exentative.

The insured shall cooperate with the Company and, upon the pany's request, assist in making sattlements, in the conduct of and in enforcing any right of contribution or indemnity against person or organization who may be liable to the insured best of injury or damage with respect to which insurance is led under this policy; and the insured about

and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cast, voluntarily make any payment, assume any obligation or incur any expense other than for first ald to others at the time of accident.

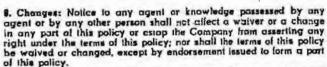
S. Action Against Company: No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the fasured's obligation to pay shall have been simply determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the Company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the Company as a party to any could not applied the insured to determine the insured's liability, nor shall the Company be impleaded by the insured or his legal representative. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the Company of any of its obligations hereunder.

6. Other Insurance: The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the insurance has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the Company's liability under this policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the Company shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

- (a) Contribution by Equal Shares, if all of such other valid and collectible insurance provides for contribution by equal shares, the Campany shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of lass not so poid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.
- (b) Contribution by Limits. If any of such other insurance does not provide for contribution by equal shares, the Company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.
- 7. Subrogations In the event of any payment under this policy, the Company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do interest the payment.



9. Assignment: Assignment of interest under this policy shall not 9. Assignment: Assignment of interest under this policy shall be bind the Company until its consent is endorsed hereon; if, however, the named insured shall die, such insurance as is afforded by this policy shall apply (1) to the named insured's legal representative as the named insured, but only while acting within the scope of his duties as such, and (2) with respect to the property of the named insured, to the person having proper temporary custody thereof, as insured, but only until the appointment and qualification of the legal representative. legal representative.

10. Three Year Policy: () this policy is issued for a period of three years any limit of the Company's liability stated in this policy as "aggregate" shall apply separately to each consecutive annual

11. Cancellation: This policy may be cancelled by the named in-sured by surrender thereof to the Company or any of its authorized agents or by mailing to the Company written notice stating when

thereafter the cancellation shall be effective. This policy may be cancelled by the Company by mailing to the named insured at the address shown in this policy, written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the Company shall be equivalent to mailing.

if the named insured cancels, earned premium shall be computed in season in sured cancers, some premium shall be computed in accordance with the customary short rate table and procedure. If the Company cancels, earned premium shall be computed protate. Promium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of uncurred premium is not a condition of cancellation.

12. Declarations: By acceptance of this policy, the named insured agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the Company or any of its agents relating to this insurance.

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its President and Secretary, but the same shall not be binding upon the Company unless countersigned by an authorized agent of the Company.

Jubenediet SECRETARY

Myrow Ou Bain

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)

This endorsement modifies the provisions of the policy releting to ALL AUTOMOBILE LIABILITY, GENERAL LIABILITY AND MEDICAL PAYMENTS INSURANCE OTHER THAN FAMILY AUTOMOBILE, SPECIAL PACKAGE AUTOMOBILE, COMPREHENSIVE PERSONAL AND FARMER'S COMPREHENSIVE PERSONAL INSURANCE.

It is agreed that:

i. This policy does not apply:

A. Under any Liability Coverage, to bodily injury or property damage

A. Under any Liability Coverage, to bedily injury or property damage

(1) with respect to which an insured under this policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy
Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be
an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) resulting from the hazardous properties of nuclear meterial and with respect to which (a) any person or organization is required to
maintain linential protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this
colicy not been issued would be, entitled to indomnity from the United States of America, or any agency thereof, under any agreement
intered into by the United States of America, or any agency thereof, with any person or organization.

t. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred rith respect to bodily injury resulting from the barurdous properties of nuclear material and arising out of the operation of a nuclear scility by any person or organization.

. Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if i) the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, on insured or (b) has been discharged or ispersed therefrom:

the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stared, transported or disposed by or on behalf of an insured or

i) the bodily injury or property damage arises out of the furnishing by an insured of services, materials, parts or equipment in connecton with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United ofes of America, its territories or possessions or Canada, this exclusion (3) applies only to property damage to such nuclear facility and

As used in this endorsement:

oxardous properties" include radioactiva, toxic or explosive properties;

uclear material" means source material, special nuclear material or byproduct material;

surce material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 in any law amendalary thereof:

sent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor: uste" means any waste material (a) containing by-product material other than the tailings or wastes produced by the extraction or contralian of uranium or thorium from any are processed primarily for its source material content, and (b) resulting from the operation by person or organization of any nuclear facility included under the first two paragraphs of the definition of nuclear facility: clear facility" means

any nuclear reactor.

any equipment or device designed or used for (1) separating the isotopes of uranium or plutanium, (2) processing or utilizing spent

ony equipment or device used for the processing, labricating or alloying of special nuclear material if 21 or. time the total amount uch material in the custody of the insured at the premises where such equipment or device is located contains more than rains of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 233.

any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste, includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such

lear reactor" means any opporatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a al moss of lissianable material;

verty damage" includes all forms of radioactive contamination of property.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following: COMPREHENSIVE GENERAL LIABILITY INSURANCE — MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE CONTRACTUAL LIABILITY INSURANCE

EXCLUSION

(Explosion Hazard, Collapse Hazard, Underground Property Damage Hazard) (G330)

It is agreed that the policy does not apply to property damage included within:

(1) the **explosion** hazard in connection with operations identified in the policy or in the schedule of this endorsement by a classification code which **include**s the symbol "x".

(2) the collapse hazard in connection with operations identified in the policy or in the schedule of this endorsement by a classification code which includes the symbol "c".

(3) the underground property damage hazard in connection with operations identified in the policy or in the schedule of this endorsement by a classification code which includes the symbol "u".

ADDITIONAL DEFINITIONS When used in reference to this insurance:

"explosion hazard" includes property damage arising out of blasting or explosion. The explosion hazard does not include property damage (1) arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment, or (2) arising out of operations performed for the named insured by independent contractors, or (3) included within the completed operations hazard or the underground property damage hazard, or (4) for which liability is assumed by the Insured under an incidental contract;

"collapse hazard" includes "structural property damage" as defined herein and property damage to any other property at any time resulting therefrom. "Structural property damage" means the collapse of or structural injury to any building or structure due to (1) grading of land, excavating, borrowing, filling, back-filling, tunnelling, pile driving, cofferdam work or caisson work or (2) moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof. The collapse hazard does not include property damage (1) arising out of operations performed for the named insured by independent contractors, or (2) included within the completed operations hazard or the underground property damage hazard, or (3) for which liability is assumed by the insured under an incidental contract;

"underground property damage hazard" includes underground property damage as defined herein and property damage to any other property at any time resulting therefrom. "Underground property damage" means property damage to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, borrowing, filling, back-filling or pile driving. The underground property damage hazard does not include property damage (1) arising out of operations performed for the named insured by independent contractors, or (2) included within the completed operations hazard, or (3) for which liability is assumed by the insured under an incidental contract.

It is further agreed that:

- (1) Symbol "x" is deleted from classification code numbers(s);
- 52-28106X
- (2) Symbol "c" is deleted from classification code number(s):
- (3) Symbol "u" is deleted from classification code number(s):

SCHEDULE

| 19202sx 50221sx 29111x | Ammunition or Explosives Mfg.—including cartridge charging or loading, cap, primer or detonator mfg. Anhydrous Ammonia Distributing. Asphalt or Tar Distrilling or Refining. | 73912xcu | Contractors' Equipment—cranes, derricks, power shovels, and equipment incidental thereto—rented to others with operators—including installation, repair or removal. |
|------------------------------|---|----------|---|
| 178 8 5sxc | Building or Structure Raising, Moving or Un- derpinning—including incidental shoring, removal or rebuilding of walls, foundations, columns or piers. | 17861cu | Contractors' Equipment—earth moving equipment other than cranes, derricks and power shovels—rehied to others with operators—including installation, repair or removal. |
| | Caisson Workfoundations for buildingsincluding pile driving excavation, masonry or concrete work up to completion of substructure only. Caisson Worknot foundations for buildingsin- | 73916xu | Contractors' Equipment—steam boilers, compressors, air pressure tanks, pneumatic tools, and equipment incidental thereto—rented to others with operators—including installation, repair or removal. |
| | cluding pile driving, excavation, masonry or concrete work up to completion of substructure only. | 73911u | Contractors' Equipment (excluding automobiles)—rented to others with operators—including installation, |
| 29902x | Charcoal Mfg.—including distillation. | | repair or removal. |
| 28106x | Chemical Mfg. | 20405x | Corn Products Mfg. |
| 28705x | Chemiculs M(g. — Agricultural. | 20901x | Cottonseed Oil Mfg.—solvent extraction process. |
| 14001x | Clay or Shale Digging—no canal, sewer or cellar ex- cavation or underground mining. | 16232xcu | Dam or Reservoir Construction |
| 16235vcii | Coffer Dam Work—including pile driving, excavation, | 20406x | Dextrine Mfg. |
| 10200000 | masonry of concrete work up to completion of sub- structure only. | 49115xcu | Electric Light or Power Companies—including outside salesmen, collectors and meter readers—including com- |
| 16285×cu | Gonduit Construction—for cables or wires. | | pleted operations except with respect to the installation, servicing or repair of appliances. |

(Continued on Reverse Side)

| POLICY NUMBER | SURED EFFECTIVE | |
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| LC 264 81 39 | | |
| FIREMAN'S FUND INSURANCE COMPANY THE AMERICAN INSURANCE COMPANY NATIONAL SURETY CORPORATION | *, PRODUCER | |
| ASSOCIATED INDEMNITY CORPORATION AMERICAN AUTOMOBILE INSURANCE COMPANY Myrox Au Bain PRESIDENT 70.X | COUNTERSIGNATURE OF AUTHORIZED AGENT | |

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(Continued from Obverse Side

| | (Continued from | m Obverse Sid | Θ) |
|---------------------|--|--------------------|--|
| 49116sx | c Electric Light or Power Cooperatives-Rural Elec- | 46100sxz | Pipe Lines—oll-operation, Including maintenance. |
| 4011042 | trification Administration Projects only-Including out- | 30792x | Plastic Materials and non-vulcanizable elastomers Mig. |
| | side salesmen, collectors and meter readers—including completed operations except with respect to the installation, servicing or repair of appliances. | 17185u | Plumbing—gas, steam, hot water or other pipe fit- ting—including house connections, shop and retail stores or display rooms. |
| 16242xc | Electric Light or Power Line Construction—Rural Elec- | 28515x | Putty, Caulking Compounds or Allied Products Mfg. |
| 1604500 | trification Administration Projects only. | 30793x | Pryoxylin Plastic Goods Mfg. |
| | บ Electric Light or Power Line Construction. บ Excavation, | 14001x | Quarries—including the operation of crushers. |
| 19202sx | Explosives or Ammunition Mfg.—Including cartridge | 16215x | Railroad Construction—including laying, relaying or removal of tracks or maintenance of way by contractors. |
| 20403x | charging or loading, cap, primer or detonator mfg. Feed Mfg. — preparation of cereal or compound feeds for | 28218x | Resins Mfg.—synthetic. |
| 20403X | livestock. | 28220x | Rubber M(g.—vulcanizable elastomers. |
| 49221ex | cu Gas Companies—natural gas—local distribution—in- cluding outside salesmen, collectors and meter readers—including completed operations except with respect to the installation, servicing or repair of ap- | 17885sxc | shoring or other structural work, the handling of machinery in damaged buildings, and salesmen or clerical at site of wrecking. |
| 59810x | pliances, Gas Dealers. | 14001x | Sand or Gravel Digging—no canal, sewer, cellar ex- cavation or underground mining. |
| 59851sx | Gas Dealers—Ilquefled petroleum gas. cu Gas - Distributing—Ilquefled - petroleum - gas—local | 1718†u | Septic Tank Systems installation, maintenance or repair including house connections, shop and retail stores or display rooms. |
| | distribution by gas mains or piping from central tanks to ultimate consumers—including meter readers—in- cluding completed operations except with respect to the | 16225хсц | Sewer Mains or Connections Construction—including tunnelling at street crossings. |
| 16225xc | Installations, servicing or repair of appliances. | . 16295xcu | Shaft Sinking—including pile driving, excavation, concrete work or lining. |
| 1022370 | neling at street crossings, | 32811x | Slate Splitting or Mfg. of Boofing Slate. |
| 28103x | Gas Mfg.—Industrial. | 20402x | Starch Mfg. |
| 28102x | Gas Mfg.—oxygen, hydrogen or acetylene. | 49610xcu | Steam Heating or Power companies-not elec- |
| 49251sx | cu Gas Works—including outside salesmen, collectors, and meter readers—including completed operations ex- cept with respect to the installation, servicing or repair of appliances. | | tric—including outside salesmen, collectors and meter readers—including completed operations except with respect to the installation, servicing, or repair of ap- pliances. |
| 50851x | Gasoline or Oil Doalers, | 16225xcu | Steam Mains or Connections Construction—Including |
| 13210de: | xz Gasoline Recovery—from casing head or natural gas. | | tunneling at street crossings. |
| 13831x | Geophysical Exploration—seismic method—all employees, including completed operations. | 32905x 16112xcu | Stroet or Road Construction or Maintenance—State, County, City or Other Governmental Units, |
| | u Grading of Land. | 16115vcu | Street or Road Construction or Recon- |
| 42211x 20402x | Grain Elevator Operation—Including local managers. Grain Milling. | TOTTOXOG | struction—clearing of right-of-way, excavation, filling or grading, bridge or culvert building. |
| 16205xci 16255xu | u Iron or Steel Erection—subway construction. Irrigation or Oralnage System Construction—Including | 16125xcu | Street or Road Paying or Repaying, Surfacing or Resurfacing or Scraping. |
| IOLOGKA | pile driving or dredging. | 16205xcu | Subway Construction. |
| 07311xd | | | Swimming Pools—below ground—installation, servicing and repair—including completed operations. |
| 32703x | Lime Mfg.—including quarrying, | 48110u | Telephone or Telegraph Companies—including outside |
| 33411x 14001x | Magnesium Metal Mfg. | | salesmen, collectors, messengers and clerical-in- cluding completed operations. |
| 12002x | Mining—surface. | 16245xcu | Telephone, Telegraph or Fire Alarm Line Construction. |
| | Mining. kz Olf or Gas Well Shooting. | | Tunneling—including lining. |
| 50851x | Oil or Gasoline Dealers. | | Underpinning Buildings or Structures-including in- |
| | contribution to deliver the contribution of th | | cidental shoring, removal or rebuilding of walls, foun- dations, columns or piers. |
| 13121dex | cz Oil Lease Operators or Gas Lease Operators—natural gas—within the limits of any town or city, on the right-of- | | Water Mains or Connections Construction—Including tunneling at street crossings. Waterworks—including outside salesmen, collectors |
| 90004+ | way of any railroad, or in any ocean, gulf or bay-in- cluding completed operations. | 434111464 | and meter readers—including completed operations except with respect to the installation, servicing or repair |
| 20901x | Oll Mfg.—vegetables—by solvent extraction process. | | of appliances. |
| 29112x | Oll Refining potroleum, | 17785x | Welding or Cutting |
| 28102x | Oxygen or Hydrogen Mfg,—electrolytic process. | | WRECKING |
| 28512x 17805xcu | Paint, Varnish, Shellac or Läcquer Mfg. | 47044 | |
| 1629460 | Pile Driving — building foundations only. Pile Driving — including timber wharf building. | . 17811xc | Dismantling of pre-fabricated dwellings not exceeding three stories in height for re-erection—including com- |
| 16296cu | Pile Driving—including (imber what building). Pile Driving—sonic method. | | pleted operations. |
| | Plice Construction—including pile driving or dredging. | t 1/822sxc | Wrecking Buildings or Structures—not marino—in- cluding salesmen or clerical at site of wrecking—in- |
| 49222sx | Pipe Lines—gas-operation, including maintenance | | cluding completed operations. |

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE CONTRACTUAL LIABILITY INSURANCE

OWNERS' LANDLORDS' AND TENANTS' LIABILITY INSURANCE MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE OWNERS' AND CONTRACTORS' PROTECTIVE LIABILITY INSURANCE.

SINGLE LIMIT ENDORSEMENT

Such insurance as is allorded by the policy applies subject to the following provisions:

1. The limit of the Company's liability for damages, including damages for care and loss of services, under all bodily injury liability and property damage liability coverages, shall be a single limit of liability as stated herein:

| EACH OCCURRENCE | AGGREGATE | | |
|-----------------|------------|--|--|
| 500,000. | s 500,000. | | |

- 2. All provisions in the policy captioned "Limits of Liability" containing reference to the Company's liability on account of bodily injury liability or property damage liability are deleted.
- 3. The following provision is added to the policy:

Limits of Ligbility

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Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, (3) claims made or suits brought on account of bodily injury or property damage or (4) units of mobile equipment to which this policy applies, the Company's liability is limited as follows:

The total liability of the Company for all damages under all bodily injury liability and property damage liability coverages of this policy because of bodily injury or property damage sustained by one or more persons or organizations as a result of any one occurrence shall not exceed the limit of liability shown above for "each occurrence."

Subject to the above provision respecting "each occurrence," the total liability of the Company for all damages arising out of the products hazard and completed operations hazard shall not exceed the limits of liability stated above as "aggregate."

Subject to the above provision respecting "each occurrence," the total liability of the Company for all damages because of all property damage to which the policy applies

- (i) arising out of premises or operations rated on a remuneration basis or contractors equipment roted on a receipts basis, including liability assumed under any incidental contract relating to such premises or operations; or
- (ii) arising out of and occurring in the course of operations, other than maintenance or repairs at premises owned by or rented to the named insured or structural alterations at such promises which do not involve changing the size of or moving buildings or other structures, performed for the named insured by independent contractors and general supervision thereof by the named insured including liability assumed under any incidental contract relating to such operations; or
- (iii) included within the contractual liability property damage coverage

shall not exceed the limit of liability stated above as "aggregate." Said aggregate limit of liability shall apply separately to (i), (ii) and (iii) and under each separately to each project away from premises owned by or rented to the named insured.

- 4. For the purpose of determining the limit of the Company's liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.
- 5. With respect to any occurrence for which notice of this policy is given in lieu of security or when this policy is certified as proof of financial responsibility for the future under the provisions of the motor vehicle financial responsibility law of any state, province or other territorial jurisdiction, the above stated limits of liability as respects each occurrence shall be applied to provide the separate limits of liability required by such law for bodity injury liability and property damage liability to the extent of the coverage required by such law, but the separate application of such limits shall not increase the total limit of the Company's liability.

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| POLICY NUMBER | MBEK 1N\$UKED | | EFFECTIVE | | |
| LC 264 81 39 | | | | | |
| FIREMAN'S FUND INSURANCE COMPANY THE AMERICAN INSURANCE COMPANY NATIONAL SURETY CORPORATION | | PRODUCE | PRODUCER | | |
| ASSOCIATED INDEMNITY COMPORATION AMERICAN AUTOMOBILE INSURANCE COMPANY | | COUNTERSIGNATURE OF A | COUNTERSIGNATURE OF AUTHORIZED AGENT | | |
| Myra | Au Bain PRESIDENT 70 | | | | |

105160-5-73

GENERAL LIABILITY MULTI/COVER® ENDORSEMENT

Such insurance as is alterded by the policy for Comprchensive General Liability Insurance or Starokeeper's Liability Insurance is amended to include the following additions and extensions of coverage:

L PERSONAL INJURY LIABILITY

1

I. The definition of "bod!ly injury" is amended to read:

"bodily injury" means (a) bodily injury, slokness or disease sustained by any person which occurs during the policy period, including death at any time resulting therefrom, and (b) personal injury committed in the conduct of the named insured's business.

2. When used in this policy, personal injury means:

Group A—false arrest, detention or imprisonment, or malicious prosecution; Group B—the publication or utterance of a libel or stander or of other defamatory or disparaging material, or a publication or utterance in violation of an individual's right of privacy, except publications or ulterances in the course of or related to advertising, broadcasting or telecasting activities conducted by or on behalf of the named insured:

Group C-wrongful entry or eviction, or other invasion of the right of private occupancy;

if such offense is committed during the policy period within the United States of America, its territories or possessions, or Canada.

- 3. Solely as respects the insurance applicable to personal injury, the exclusions of the policy are deleted and replaced by the following:
- This insurance does not apply:

 (a) to personal injury arising out of the willful violation of a penal statute or ordinance committed by or with the knowledge or consent of any insured;
- (b) to personal injury arising out of any publication or utterance described in Group B, if the injurious publication or utterance of the same or similar material by or on behalf of the named insured was made prior to the effective date of this insurance;
- (c) to personal injury arising out of a publication or utterance described in Group B concerning any organization or business enterprise, or its products or services, made by or at the direction of any insured with knowledge of the fulsity thereof.
- 4. With respect to the insurance afforded for personal injury:
- (a) Section II PERSONS INSURED is amonded to read:

II Persons Insured; Fach of the following is an insured to the extent set forth below:

- (1) if the named insured is designated in the declarations as an individual, the person so designated and his spouse;
- (2) if the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (3) if the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his dulies as such.

This insurance does not apply to personal injury arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

(b) The word "damages" when used in reference to bodily injury shall include damages which are payable because of an affense described in Group A, B or C to which insurance as respects personal injury applies.

5. Limits of Liability: Regardless of the number of (1) insureds hereunder, (2) persons or organizations who sustain personal injury, or (3) claims made or suits brought on account of personal injury, the total limit of the Company's liability under this coverage for all domages shall not exceed the limit of liability stated in this endorsement as "aggregate."

| | SCHEDULE | | |
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| PERSONAL INJURY AGGREGATE LIMIT'S LIMIT OF LIABILITY | SHALL BE THE PER OCCURRENCE BODILY INJURY LIABILITY LIMIT UNLESS OTHERWISI | E INDICATED | HEREIN. |
| CLASSIFICATION CODE | | PREMIUMS | |
| | PREMIUM BASIS | RODILY | PROPERTY DAMAGE |
| 48-90003 | OF THE GENERAL LIABILITY BODILY INJURY AND PROPERTY DAMAGE PRE- | \$1,004. | \$ 665. |
| •. | OF THE GARAGE INSURANCE — HAZARD I BODILY INJURY AND PROPERTY DAMAGE PREMIUM AS OTHERWISE DETERMINED. | | 5 |
| OF THE GARACE INSURANCE — HAZARD 2 BODILY INJURY AND PROPERTY DAMAGE PREMIUM AS OTHERWISE DETERMINED. | | 5 | * |
| MINIMUM PREMIUM \$25,00 | | 1,669. | (Incl.) |

| POLICY NUMBER | RED EFFECT! | IVE . |
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| FIREMAN'S FUND INSURANCE COMPANY THE AMERICAN INSURANCE COMPANY NATIONAL SURETY CORPORATION | PRODUČER | |
| ASSOCIATED INDEMNITY CORPORATION AMERICAN AUTOMOBILE INSURANCE COMPANY Myron Ou Bain | COUNTERSIGNATURE OF AUTHORIZED AGENT | |
| PRESIDENT 70.X | | |

105161-10-76

AUTOMOBILE - GENERAL LIABILITY INSURANCE

THREE-YEAR ENDORSEMENT

It is agreed that such insurance as is afforded by the policy applies subject to the following provisions:

An indianal security has may him part and the parties of the manual property of

- 1. The policy period stated in the declarations is comprised of three consecutive annual periods.
- 2. Computation and adjustment of earned premium shall be made at the end of each annual period.
- 3. If the premium for the three year period is not paid in advance, the premiums for each annual period of this policy shall be computed in accordance with the Company's rules, rates, rating plans, premiums and minimum premiums in effect on the inception date of each annual period.

| POLICY NUMBER FIREMAN'S FUND INSURANCE COMPANY THE AMERICAN INSURANCE COMPANY NATIONAL SURETY CORPORATION ASSOCIATED INDEMNITY CORPORATION AMERICAN AUTOMOBILE INSURANCE COMPANY | | MED | RFFECTIVE |
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| | | COUNTERSIGNATURE OF AUTHORIZED AGENT | |
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AMENDATORY ENDORSEMENT
Punitive or Exemplary Damages Exclusion IL-00-01

Regardless of any other provision of this policy, this policy does not apply to punitive or exemplary damages.

PIREMAN'S FUND INSURANCE COMPANY
THE AMERICAN INSURANCE COMPANY
NATIONAL SURETY COMPONATION
ASSOCIATED INSURANCE COMPANION
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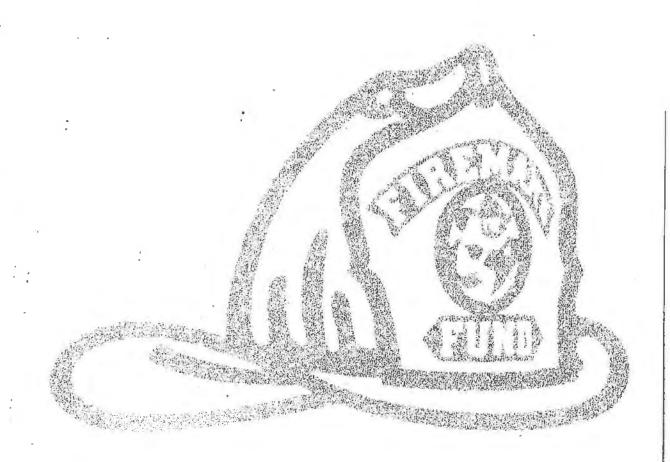
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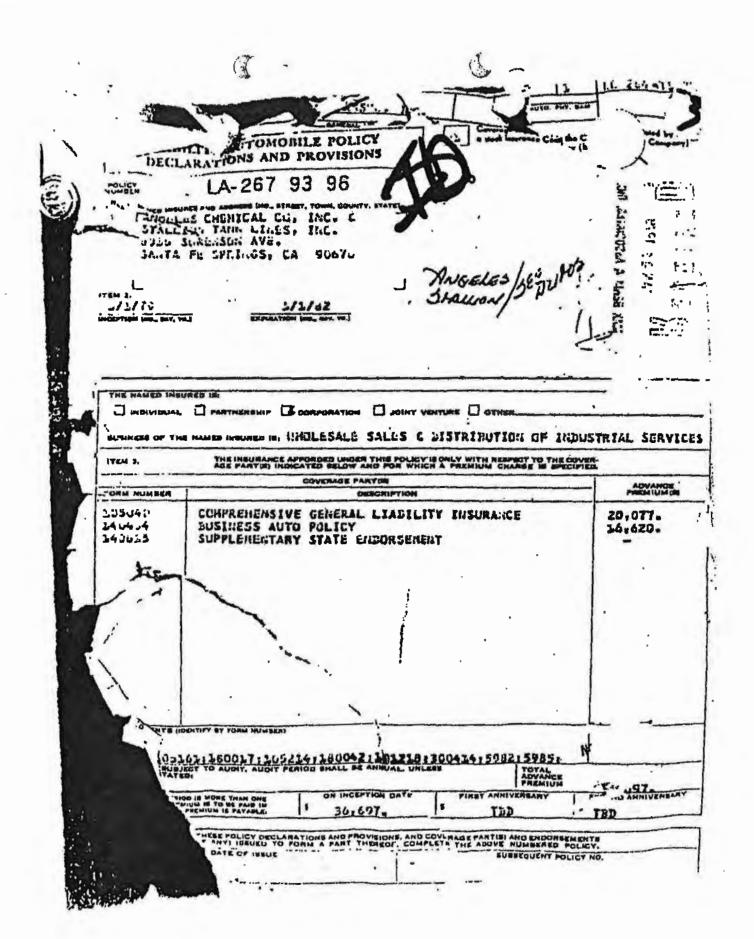
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LIABILTY/AUTOMOBILE POLICY



FIREMAN'S FUND INSURANCE COMPANIES

San Francisco, California



| INSURED | | | POLICY NUMBE | R | | | |
|--|--|--------------|--|-------------------|--------------|--|--|
| PRODUCER | | | | | | | |
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| B. PROPERTY DAMAGE LIABILITY | | 4 | AGGREGATE | | | | |
| GENE | RAL LIABILITY | | | | 3 3 | | |
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| foregoing discloses all hazards insured hereunder known | lo aviat of the eff | ective deta | of this malters | na otherwise | | | |
| THOMAS HIS MAN HIS WAR IN THE WAR | in exist of me ea | ecuve date | or this policy, unle | ess otherwise sta | led herein. | | |
| ONE OF THE TREMAN'S FUND INSURANCE COMPANIES . Thysou | | COUNT | ERSIGNATURE OF | AUTHORIZED AG | ENT . | | |
| REMAN'S FUND INSURANCE COMPANIES . THEY . | Dy Boun | | | | | | |

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L COVERAGE A—BODILY INJURY LIABILITY
COVERAGE B—PROPERTY DAMAGE LIABILITY
The Company will pay on behalf of the insured all sums which the insured shalf become legally obligated to pay as damages because of Coverage A. bedily injury or Coverage A. bedily injury or Coverage B. property damage to which this insurance applies, caused by an occurrence, and the Company shall have the right and duty to defend any suit against the insured seeking damages on account of such bedily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the Company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the Company's liability has been exhausted by payment of judgments or settlements.
                          Exclusions

This instructed does not apply:

(a) to liability assumed by the insured under any contract or agreement except an incidental contract but this exclusion does not apply to a warranty of liness or quality of the named insured's products or a warranty that work performed by or on behalf of the named insured will be done in a workmanilite manner;

(b) to beddly injury or property demage arising out of the ownership maintenance, operation; use, loading or unloading of (1) any automobile of directly owned by or rented or loaned to any insured, portain the course of his employment by any insured;

but this exclusion does not apply to the parking of an automobile on premises owned by trented to any insured or the ways immediately adjoining, if such automobile is not owned by or rented or loaned to any insured; or the ways immediately adjoining, if such automobile is not owned by or rented or loaned to any insured; or bedtly injury or property damage arising out of (1) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or proparation for any such contest or activity or (2) the operation of use of any showmable or traiter designed for use therewith;

(d) to bodily injury or property damage arising out of and in the course of the transportation of mobile equipment by an entermobile.
                       therewith;
(d) to bodily injury or property damage arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or ronted or loaned to any insured:

(e) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of (1) any watercraft owned or operated by or ronted or loaned to any insured, or (2) any other watercraft operated by any person in the course of his employment by any insured; but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the named insured; (1) to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other kritants, contaminants or bollutants into or upon land, the atmosphere or any water course or body of water, but this exclusion does not apply it such discharge, dispersal, release or escape is sudden and accidental:
calkalis, toxic chemicals, liquids or gases, waste inaterials or other irritants, contaminants or poblutants into a upon land, the atmosphere or any water course or body of water, but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;

(g): to beadly injury, or property demage, due to war, whether, or, not declared, civil, wire, insurrection, reballion or, revolution, or, to any act or condition incident to any of the foregoing, with respect to (1) liability assumed by the insurred under an incidental contract, or (2) expenses for first old under the Supplementary Payments provision;

(h) to bodily injury or property demage for which the insured or his indefinition may be held liable.

(l) as a person or organization engaged in the business of inauniacturing, distributing, selling or serving alcoholic beverages, or (2) if not so engaged, as an owner or lessor of premises used [6], such purposes.

(i) such Liability, is imposed.

(ii) by reason of the selling, serving or giving of any alcoholic beverage to a niner or id a person under the influence of alcohol or which causes or contributes to the intexication of any person;

(ii) by reason of the selling, serving or giving of any alcoholic beverage to a niner or id a person under the influence of alcohol or which causes or contributes to the intexication of any person;

(ii) to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compencation, unemployment compensation or disability benefits law, or under any similar law;

(i) to haddly injury to any employee of the insured arising out of and in the course of his employment by the insured or to any obligation of the insured or accomplet owner or compensation or disability mention and the insured of the analysis of the insured or compensation of any person workments.

(ii) to haddly injury to any employee of the insured or any employment by the insured or to any obligation of the insured or compensation of th
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(e) with respect to the operation, for the purpose of locomotion upon a public highway, of mobile equipment registered under any motor vehicle registration law, (i) an employee of the named insured while operating any such equipment in the course of his employment, and (ii) any other person while operating with the permission of the named insured any such equipment registered in the name of the named insured and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization; provided that no person or organization shall be an insured under this paragraph (e) with respect to: (1) bodily injury to any fellow employee of such person injured in the course of his employment, or (2) property damage to property awned by, rented to, in charge of or occupied by the named insured or the employer of any person described in subparagraph (ii).

This insurance does not apply to bodily injury or property damage arising out of the conduct of any parinership or joint venture of which the insured is a pariner or member and which is not designated in this policy as a named insured.

IL LIMITS OF LIABILITY

III. LIMITS OF LIRBILITY
Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, or (3) claims made or suits brought on account of bodily injury or property damage, the Company's liability is limited as follows:

Coverage A — The total liability of the Company for all damages, including damages for care and loss of services, because of bodily injury sustained by one or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the schedule as applicable to "each occurrence,"

Subject to the above provision respecting "each occurrence,", the total liability of the Company for all damages because of (1) all bodily injury included within the completed operations hazard and (2) all bodily injury included within the products hazard shall not exceed the limit of bodily injury liability stated in the schedule as "aggregate".

Coverage B — The total liability of the Company for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in the schedule as applicable to "each occurrence".

organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in the schedule as applicable to "each occurrence".

Subject to the above provision respecting "each occurrence", the total liability of the Company for all damages because of all property damage to which this coverage applies and described in any of the numbered subparagraphs below shall not exceed the limit of property damage liability stated in the schedule as "aggregate": (1) all property damage arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including property damage for which liability is assumed under any incidental contract rotating to such premises or operations, but excluding property damage included in subparagraph (2) below, (2) all property damage arising out of and occurring in the course of operations performed for the named insured by independent contractors and general supervision thereof by the named insured, including any such property damage for which liability is assumed under any incidental contract relating to such operations, but this subparagraph (2) does not include property damage arising out of mainlenance or repairs at premises owned by or rented to the named insured or structural alterations at such premises which do not involve changing the size of or moving buildings or gifer structures; (3) all property damage included within the products hazard and all property damage included within the completed operations hazard.

Such aggregate limit shall apply separately to the property damage described in subparagraphs (1), (2) and (3) above, and under subparagraphs (1) and (2), separately with respect to each project away from premises owned by or rented to the named insured. Coverages A and B—For the purpose of determining the limit of the Company's liability, all bedily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be consid

IV. POLICY TERRITORY

IV. POLICY TERRITORY

This insurance applies only to bedily injury or property damage which occurs within the policy territory.

When used as a premium basis:

"admissions" means the total number of persons, other than employees of the named insured, admitted to the event incured or to events conducted on the premises whether on paid admission tickets, complimentary tickets or passes;

"cost" means the total cost to the named insured with respect to operations performed for the named insured during the policy period by independent contractors of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or subcontractor, including all lees, allowances, bonuses or commissions made, paid or due;

"receipts" means the gross amount of money charged by the named insured for such operations by the named insured or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pletures, and includes taxes, other than taxes which the named insured collects as a separate item and remits directly to a governmental division, "remuneration" means the entire remuneration canned during the policy period by proprietors and by all employees of the named insured, other than chauffeurs (except operators of mobile equipment) and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the Company;

"sales" means the gross amount of money charged by the named Insured or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair, and includes laxes, other than taxes which the named insured and such others collect as a separate item and remit directly to a governmental division.

PAGE 3 OF 3

THE COMPANY DESIGNATED ON THE DECLARATIONS PAGE

(Mailing Address: P.O. Box 3395, San Francisco, California 94119)

in consideration of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this policy, agrees with the named insured as follows:

DEFINITIONS

When used in this policy (including endorsoments forming a part hereof):

"automobile" means a land motor vehicle, trailer or semi-trailer designed for iravel on public roads (including any machinery or apparatus attached thereto), but does not include mobile equipment;

"bodily injury" means bodily injury, slokness or disease sustained by any person which occurs during the policy period, including death at any time resulting therefrom;

"completed operations hazard" includes bodily injury and property damage arising out of operations or relitance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the named insured. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following limes:

(1) when all operations to be performed by or on behalf of the named insured under the contract have been completed,

(%) when all operations to be performed by or on behalf of the named insured at the site of the operations have been completed, or (3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintanance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The completed operations hazard does not include bodily injury or property damage arising out of

(a) operations in connection with the transportation of property, unless the bodily injury or property damage arises out of a condition in or on α vehicle created by the loading or unloading thereof,

(b) the existence of loots, uninstalled equipment or abandoned or unused materials, or

(c) operations for which the classification stated in the policy or in the Company's manual specifies "including completed operations";

"elevator" means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof including any car, platform, shall, hoistway, stairway, runway, power equipment and machimery; but does not include an automobile servicing hoist, or a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hod or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four leat,

"Incidental contract" means any written (1) lease of premises, (2) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (3) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (4) eldetrack agreement, or (5) elevator maintenance agreement;

"insured" means any person or organization qualifying as an insured in the "Persons Insured" provision of the applicable insurance coverage. The insurance afforded applies separately to each Insured against whom claim is made or stait is brought, except with respect to the limits of the Company's llability;

respect to the limits of the Company's llability;

"mobile equipment" means a land vehicle (including any machinery or apparatus attached thereto), whether or not soll-propelled, (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the named insured, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, acrapers, rolles and other road construction or repair equipment; at compressors, pumps and generators, including spraying, welding and building equipment; and geophysical exploration and well servicing equipment;

"named instruct" means the person or organization named in Itom $1,\ {\rm al}\ {\rm the}\ {\rm declarations}\ {\rm of}\ {\rm this}\ {\rm policy};$

"named insured's products" means goods or products manufactured, sold, handled or distributed by the named insured or by others trading under his name, including any container thereof (other than a vehicle), but "named insured's products" shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold;

"occurrence" means an accident, including continuous or repeated exposure to conditions, which results in bodily injury or property damage neither expected nor intended from the standpoint of the insured.

"policy territory" means:

(1) the United States of America, its territories or possessions, or Canada, or

(2) international waters or air space, provided the bodily injury or property damage does not occur in the course of travel or transportation to or from any other country, state or nation, or

(3) anywhere in the world with respect to damages because of bodily injury or property damage arising out of a product which was sold for use or consumption within the territory described in paragraph (1) above, provided the original suit for such damages is brought within such territory;

"products hazard" includes bodily injury and property damage arising out of the named insured's products or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs away from premises owned by or rented to the named insured and after physical possession of such products has been relinquished to others.

"preperty damage" means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefore, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period;

SUPPLEMENTARY PAYMENTS

The Company will pay, in addition to the applicable limit of liability; (a) all exponses incurred by the Company, all costs taxed against the insured in any suit defended by the Company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the Company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the Company's liability thereon;

(b) premiums on appeal bonds required in any such sult, premiums on bonds to release attachments in any such sult for an amount not in excess of the applicable limit of liability of this policy, and the cast of bail bonds required of the insured because of accident

or Irallic law violation arising out of the use of any vehicle to which this policy applies, not to exceed \$250 per bail bond, but the Company shall have no obligation to apply for or lurnish any such bonds;

(c) expenses incurred by the insured for first aid to others at the lime of an accident, for bodily injury to which this policy applies;

(d) reasonable expenses incurred by the insured at the Company's request in assisting the Company in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed \$25 per day.

Page 1 of 3

CONDITIONS

 Premium: All premiums for this policy shall be computed in accordance with the Company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.

Premium designated in this policy as "advance premium" is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each period (or part thereof terminating with the end of the policy period) designated in the declarations as the audit period the earned premium shall be computed for such period and, upon notice thereof to the named insured, shall become due and payable. If the total earned premium for the policy period is less than the premium previously paid, the Company shall return to the named insured the unearned portion paid by the named insured.

The named insured shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the Company at the end of the policy period and at such times during the policy period as the Company may direct.

- 2. Inspection and Audit: The Company shall be permitted but not obligated to inspect the named insured's property and operations at any time. Neither the Company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the named insured or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.
- The Company may examine and audit the named insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.
- 3. Financial Responsibility Laws: When this policy is certifled as proof of linancial responsibility for the future under the provisions of any motor vehicle financial responsibility law, such insurance as is afforded by this policy for bodily injury liability or for property damage liability shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law. The insured agrees to reimburse the Company for any payment made by the Company which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.
- 4. Insured's Duties in the Event of Occurrence, Claim or Suit:
- (a) In the event of an occurrence, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to the Company or any of its authorized agents as soon as practicable.
- (b) If claim is made or suit is brought against the insured, the insured shall immediately forward to the Company every demand, notice, summons or other process received by him or his representative.
- (c) The insured shall cooperate with the Company and, upon the Company's raquest, assist in making settlements, in the conduct of sults and in enlarging any right of contribution or indemnity against any person or organization who may be liable to the insured because of injury or damage with respect to which insurance is afforded under this policy; and the insured shall attend hearings

and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expanse other than for first add to others at the time of acadent.

5. Action Against Company: No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the Company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the Company as a party to any action against the insured to determine the insured's llability, nor shall the Company be impleaded by the insured or his legal representative. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the Company of any of its obligations hereunder.

6. Other Insurance: The insurance allorded by this policy is primary insurance, except whon stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the insured has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the Company's liability under this policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the Company shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

- (a) Contribution by Equal Shares. If all of such other valid and collectible insurance provides for contribution by equal shares, the Company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.
- (b) Contribution by Limits. If any of such other insurance does not provide for contribution by equal shares, the Company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.
- 7. Subrogation: In the event of any payment under this policy, the Company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudico such rights.

Page 2 of 3

8. Changes: Notice to any agent or knowledge possessed by any agent or by any other person shall not affect a waiver or a change in any part of this policy or estop the Company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part

9. Assignment: Assignment of interest under this policy shall not bind the Company until its consent is endorsed hereon; it, however, the named insured shall die, such insurance as is afforded by this policy shall apply (1) to the named insured's legal representative as the named insured, but only while acting within the scope of his duties as such, and (2) with respect to the property of the named insured, but only until the appointment and qualification of the legal representative.

10. Three Year Policy: If this policy is issued for a period of three years any limit of the Company's liability stated in this policy as "aggregate" shall apply separately to each consecutive annual period thereof.

11. Cancellation: This policy may be cancelled by the named insured by surrender thereof to the Company or any of its authorized agents or by mailing to the Company written notice staling when

thereafter the cancellation shall be effective. This policy may be cancelled by the Company by mailing to the named insured at the address shown in this policy, written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aloresaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the Company shall be equivalent to mailing.

company shall be equivalent to incling.

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Company cancels, earned premium shall be computed protata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of concellation.

12. Declarations: By acceptance of this policy, the named insured agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the Company or any of its agents relating to this insurance,

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its President and Secretary, but the same shall not be binding upon the Company unless countersigned by an authorized agent of the Company.

Im Benedict SECRETARY

Myron Ou Bain PRESIDENT

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)

This endorsement modifies the provisions of the policy relating to ALL AUTOMOBILE LIABILITY, GENERAL LIABILITY AND MEDICAL PAYMENTS INSURANCE OTHER THAN FAMILY AUTOMOBILE, SPECIAL PACKAGE AUTOMOBILE, COMPREHENSIVE PERSONAL AND FARMER'S COMPREHENSIVE PERSONAL INSURANCE.

It is agreed that:

I. This policy does not apply:

A. Under any Liability Coverage, to bodily injury or properly damage

A. Under any lactually Coverage, to bodily injury or properly damage

(1) with respect to which an insured under this policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to mointain linancial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereol, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereol, under any agreement entered into by the United States of America, or any agency thereol, with any person or organization.

8. Under any Medical Payments Coverage or under conv. Surgice entered.

B. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bedily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear lacility by any person or organization.

C. Under any Liability Coverage, to bedily injury or property damage resulting from the hazardous properties of nuclear material. If (1) the nuclear material (a) is at any nuclear lacility owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefore.

(2) the nuclear material is contained in spent fuel or waste at any time possossed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

(3) the bodily injury or property damage crises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but it such facility is located within the United States of America, its ferritories or possessions or Canada, this exclusion (3) applies only to properly damage to such nuclear facility and any properly thereat.

II. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material:

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendalory thereof;

"spont fast" means any faet element or faet component, solld or liquid, which has been used or exposed to radiation in a nuclear reactor "waste" means any waste material (a) containing by-product material other than the tailings or wastes produced by the extraction or concentration of urantum or thorium from any ore processed primarily for its source material content, and (b) resulting from the operation by any person or organization of any nuclear facility included under the first two paragraphs of the definition of nuclear facility:

"nuclear facility" means (a) any nuclear reactor,

(b) any equipment or device designed or used (or (1) separating the isotopes of urablum or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste.

(c) any equipment or device used for the processing, labricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235.

(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the loregoing is located, all operations conducted on such site and all premises used for such operations:

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"property damage" includes all forms of radioactive contamination of property.

5900---1-73 (REV. 9-80)

Page 3 of 3

EXCLUSION

(Explosion Hazard, Colleges Hazard, Underground Property Damage Hexard) (2330)

It is agreed that the policy does not apply to property demage included within:

(1) the explication hazard in connection with operations identified in the policy of in the achedule of this entitiesment by a classification code which includes the symbol "x".

(2) the collapse hazard in connection with operations identified in the policy or in the achedule of this endorsement by a classification code which includes the symbol "c".

(3) the underground property damage hazard in connection with operations identified in the policy of in the Schedule of this endorsement by a classification code which includes the symbol "e".

ADDITIONAL DEFINITIONS Wiren used in reference to this insurance:

"explosion hazard" includes properly damage ansing out of blasting or explosion. The explosion hazard does not include properly damage (1) arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power inhomitting equipment, or (2) arising out of operations participed for the named insured by independent contractors, or (3) included within the completed operations hazard or the underground properly damage hazard, or (4) for which liability is assumed by the insured under an incidence contract;

"collapse hazard" includes "structural property damage" as defined herein and property damage to any other property at any time resulting therefore. "Structural property damage" means the collapse of or structural injury to any building or structure due to (1) grading of land, excavating, borrowing, filling, 322--filling, tunnelling, pile driving, cofferdam work or calseon work or (2) moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof. The collapse hazard does not include property damage (1) arising but of operations performed for the named insured by independent contractors, or (2) included within the completed operations hazard or the underground property damage hazard, or (3) for which liability is assumed by the insured under an incidental contractor.

"underground property damage hazard" includes underground property damage as defined herein and property damage to any other property at any time resulting therefrom. Underground property damage to white, conduits, pipes, mains, sewers, tanks, turnets, any similar property, and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the surpose of grading land, paving, excavating, drilling, be rowing, filling, back-filling or pile driving. The underground property damage hazard does not include property damage (1) arting out of operations performed for the samed insured by independent contractors, or (2) included within the completed operations hazard, or (3) for which liability is assumed by the insured under an insidential contract.

if is further agreed that:

- (1) Symbol "a" is deleted from classification code numbers(s):
- (2) Symbot "E" is deleted from classification code number(s):
- (It Symbol "u" is deleted from classification code number(s):

SCHEDULE

| | Amunition or Explosives Mir. —including carriage charging or loading, cap, primer or defonator mig. Anhydrous Ammonia Distributing. Asphalt or Tar Distributing or Relining. Asphalt or Tar Distributing Relating. Moving or Underpinning—including incidental shoring, removal or rebuilding of walls. foundations, columns or piers. Carson Work—foundations, for buildings—including pile driving, excavation, masonry or concrete work up to completion of substructure only. Calson Work—no: foundations for buildings—in- | 73912xcu 17861cu 73916xu | Contractors' Equipment—cranes, derricks, power shovels, and equipment incidental intention-renied to others with operators—including installation, repair or removal. Contractors' Equipment—sarth moving equipment other than granes, derricks and power shovals—rented to others with operators—including installation, repair or removal. Contractors' Equipment—steam boilers, compressors, air pressurs lanks, pneumatic tools, and equipment incidental thereto—rented to others with operators—incidental thereto—rented to others with operators—in- |
|----------|--|--------------------------------|--|
| 2990Zs | cluding pile driving, excavation, mesonry of concrete work up to completion of substructure only. Charcost Mfg.—including distillation. | 739110 | cluding installation, repair or removal. Contractors' Equipment (excluding automobiles)—rented to others with operators—including installation, repair or removal. |
| 28106x | Chemical Mig. | 20406s | Corn Products Mig. |
| 28705E | Chemicals Mfg. — Agricultural. | 20901x | Cottonseed Oil Mfg noivent extraction process. |
| 14001x | Clay or Shale Digging—no canal, sewar of cellar av- cavation or underground mining. | 16232xcu 20406x | Dant or Reservoir Construction, Destrine Mrs. |
| | Coffer-Dam Work—including pile driving, excavation, masonry or concrete work up to completion of sub- structure only. | | |
| 16285xcu | Conduit Construction—for cables or wires. | | servicing or repair of acpliances. |
| | (Continued on 9 | leverse Side) | |

POLICY NUMBER FTREMAN'S FOND INSURANCE COMPAN-THE AMERICAN INSURANCE COMPAN-NATIONAL SURETY CORPORATION ASSOCIATED INDEMNITY CORPORATION AMERICAN AUTOMOBILE INSURANCE COMPAN PHODUCER COUNTERSIGNATURE OF AUTHORIZED AGENT PRESIDENT

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(Continued from Obverse Side)

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| | (Continued is | ON ODAGUSE 2 | ide) |
|------------------|--|--------------------|---|
| 491 16a | to Electric Light or Power Cooperatives—Rural Elec- trification Administration Projects only—including out- aide salesmen, collectors and meter readers—including | 307924 | Pipe Lines—oil-oparation, including maintenance. Plastic Materials and non-vulcanizable elastomers Mfg. |
| | completed operations except with respect to the in- stallation, servicing or repair of appliances. | 17185u | Plumbing—gas, steam, hot water or other pipe fit- ling—including house connections, shop and retail stores or display rooms. |
| 1624Z× | Electric Light or Power Line ConstructionRural Elec- trification Administration Projects only. | 28515a 30793a | Putty, Caulking Compounds or Allied Products Mig. Pryorylin Plastic Goods Mig. |
| 16245×0 | Electric Light or Power Line Construction. | | |
| 15111xc | Excavation. | 14001x 16215x | Quarties — including the operation of crushers. |
| 1920253 | Explosives or Ammunition Mfg.—including cartridge charging or loading, cap, primer or detonator mfg. | 28218x | Reliroed Constructionincluding laying, relaying or removal of tracks or maintenance of way by contractors. |
| 20403x | Feed Mfg.—preparation of cereal or compound feeds for | 28220x | Resins Mig.—synthetic. |
| | Ilvestock. | 17885sx | Rubber Mig.—vulcanizable stastomers. C Salvage Operations—including incidental wrecking. |
| 4922181 | cu Gas Companies—natural gas—local distribution—in- cluding outside salesmen, collectors and meter readers—including completed operations except with respect to the installation, servicing or repair of ap- | | shoring or other structural work, the handling of machinery in damaged buildings; and salesmen or clerical at site of wrecking. |
| 59810× | plances. Gas Dealers. | 140014 | Sand or Gravel Digging—no canal, sewer, cellar ex- cavation or underground mining. |
| 59851sx | | 17181u | Septic Tank Systems installation, maintenance or repair |
| | Gas Dealers—liquelled petroleum gas.— cu Gas Distributing—liquefied petroleum gas.—local distribution by gas mains or piping from central tanks to | | including house connections, shop and retail stores or display rooms, |
| | ultimate consumers—including meter readers—in- cluding completed operations except with respect to the | | Sower Mains or Connections Construction—Including tunneling at street crossings. |
| 18275vci | installations, servicing or repair of appliances. Gas Mains or Connections Construction—Including tun- | 18235400 | Shaft Sinking-including pile driving, excevation, con- crete work or lining. |
| .442044 | neling at street crossings. | 32811x | State Splitting or Mtg. of Pooling State. |
| 28103× | Gas Migindustrial. | 20402 | Starch Mig. |
| 28102x | Gas Mfg.—axygen, hydrogen or acetylene. | 49670xcu | Steam Healing or Fower companies-not elec- |
| 49251axc | au Gas Works—including outside salesmen, collectors, and meter readers—including completed operations except with respect to the installation, servicing or repair of appliances. | | trice-including outside tresmen, collectors and mete- readors-including completed operations except with respect to the installation, servicing, or repair of ap- phances. |
| 50851x | Gasoline or Oil Dealers. | .95522×cm | Steam Vains or Connect ans Construction-including |
| 13210dox | z Gesoline Recovery—from capilig head or natural gas. | TANAN . | tunneline at street cross "as. |
| 13831x | Deophysical Exploration—salsmic method—all amployees, including completed operations. | 32905# 18112xcu | Stone Organing Street or Road Construction or Maintenance—State. |
| 07313xcu | | *6******** | Street or Road Continuetor or Recon- |
| 42211x 20402x | Grain Elevator Operation - including local managers. | .O. IORSI | street or Hoad Construction or Recon- |
| 16205x31 | Grain Milling. | 100.00 | Braging, budge of chiver: En ging |
| 16255NU | Iron or Steel Existion—subway construction. Irrigation or Drainage System Construction—including pite driving or dradging. | 14:25460 | Sitten of Road Paying C. Repaying, Su lacing of Reput lacing or Scraping. |
| 07311veu | Landscape Gardening-including completed | | Subway Construction. |
| 32703x | operations. Lime Mfg.—including quarrying. | 17802±cu | Samming Pools—bec. a ground—installation, ser- vicing and reper—including completed operations. |
| 33411x | Magnasium Metal Mfg. | 481100 | Telephone or Yelegraph Companies—including outside salesmen, collectors, "essengers and clerical—in- |
| 14001x | Mining-surface, | | cluding completed operations. |
| 12002× | Mining, | | Telephone, Telegraph or Fire Alarm Line Construction. |
| 13851dex3 | Ok or Gas Well Stationg. Oll or Gasoline Selfers. | 18233MGU | Tunneling—including lining, |
| 13122dex2 | Oil Lause Operators or Gas Lease Operators-natural | 178033E | Underpinning Buildings or Structures—including in- cidental shoring, removal or rebuilding of walls, foun- dations, columns or piers. |
| 13121dexz | gas—including completed operations. Oil Lease Operators—natural | 15225xcu | Water Mains or Connections Construction-including tunneling at street crossings. |
| | gas — within the fimits of any town or city, on the right-of- way of any railroad, or in any ocean, guit or bay—in- cluding completed operations. | 49411xcu | Waterworks-including autiside salesmen, collectors and meter readers -including completed operations ex- |
| 20901x | Oil Migvegetables-by solvent extraction process. | | cept with respect to the installation, servicing or repair |
| 29112x | Oil Refining—petroleum. | - salainess | of appliances. |
| 28102x | Oxygen or Hydrogen Mfg.—electrolytic process. | 17785x | Welding or Culting |
| 28512x | Paint, Varnish, Shellac or Lacquer Mfg. | | WRECKING |
| | Pile Driving—building foundations only. | 17811xc | Dismantling of pre-labricated dwellings not exceeding |
| | Pile Driving including timber wharf building, | | hree stories in height for is erection—including com- |
| 16296cu | Pile Driving—sonic method. | | pleted operations. |
| | Pipe Line Construction—including pile driving or dredging. | | Wrecking Buildings of Structures—not marine—in- ciding salesamen or cle-ical at site of wrecking—in- cluding completed operations |
| 492225W | Pipe Lines —gas-operation, including maintenance. | | |

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IF THE DELOWING INFORMATION IS NOT COMPLETE, REFER TO THE APPROPRIATE DECLARATIONS ATTACHED TO THE POLICY.

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DECLARATIONS

PERSONAL INJURY CLABILITY AGGREGATE AMIT SHALL BE THE PER OCCURRENCE
BODILY INJURY CLABILITY CLINIT UNLESS OTHERWISE INDICATED HEREIN:

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Such insurance as is afforded by the policy for Comprehensive General Liability Insurance or Storekeeper's Insurance is amended to included the following additions and extensions of coverage:

1. PERSONAL INJURY LIABILITY

- a. The definition of "bodily injury" is amended to read: "bodily injury" means (a) bodily injury, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting therefrom, and (b) personal injury committed in the conduct of the named insured's business.
- b. When used in this policy personal injury means:

Group A-false arrest, detention or imprisonment, or malicious prosecution;

Group B—the publication of utterance of a libel or slander or of other defamatory or disparaging material, or a publication or utterance in violation of an individual's right of privacy; except publications or utterances in the course of or related to advertising, broadcasting or telecasting activities conducted by or on behalf of the named luxured;

Group C-wrongful entry or eviction, or other invasion of the right or private occupancy; If such offense is committed during the policy period within the United States of America, its territories or possessions, or Canada.

c. Solely as respects the insurance applicable to personal injury, the exclusions of the policy are deleted and replaced by the following:

This insurance does not apply:

- to personal injury arising out of the willful violation of penal statute or ordinance committed by or with the knowledge or consent of any insured;
- (2) to personal injury arising out of any publication or utterance described in Group B, if the injurious publication or utterance of the same or similar material by or on behalf of the named insured was made prior to the effective date of this insurance.
- (3) to personal injury arising out of a publication or utterance described in Group B concerning any organization or business enterprise, or its products or services, made by or at the direction of any insured with knowledge of the falsity thereof.
- d. With respect to the Insurance afforded for personal injury:

This Form must be attached to Change Endorsament when laured after the Policy is written,

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY

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(1) Person Insured as defined under Comprehensive General Liability Insurance is amended to read;

Persons Insured: Each of the following is an insured to the extent set forth below:

- (a) if the named insured is designated in the Declarations as an individual, the person so designated and his spouse;
- (b) if the named insured is designated in the Declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (c) if the named insured is designated in the Declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such. This insurance does not apply to personal injury arising out of the conduct of any partnership or joint venture of which the insured is an partner or member and which is not designated in this policy as a named insured.
- (2) The word "damages" when used in reference to bodily injury shall include damages which are payable because of an offense described in Group A, B or C to which insurance as respects personal injury applies.
- c. Limits of Liability: Regardless of the number of (1) insureds hereunder, (2) persons or organizations who sustain personal injury, or (3) claims made or suits brought on account of personal injury, the total limit of the Company's liability under this coverage for all damages shall not exceed the limit of liability stated in the Declarations as applicable to this endorsement as "aggregate,"

2. ADDITIONAL INSUREDS—EMPLOYEES

The "PERSONS INSURED" provision is amended to include any employee of the named lusured while acting within the scope of his duties as such but the insurance afforded to such employee does not apply:

- a. to bodily injury to (1) another employee of the named insured arising out of or in the course of his employment or (2) the named insured or, if the named insured is a partnership or joint venture, any partner or member thereof:
- b. to property damage to property owned, occupied or used by, rented to, in the care; custody or control of, or over which physical control is being exercised for any purpose by (1) another employee of the named insured or (2) the named insured or, if the named insured is a partnership or joint venture, any partner or member thereof;
- to injury to which Incidental Malpractice Coverage, Section 10 of this endorsement, applies.

3. CONTRACTUAL LIABILITY

It is agreed that:

a. The policy exclusions relating to the ownership, maintenance, operation or use and loading and unloading of PAGE TWO OF FOUR

automobiles, aircraft or watercraft, snowmobiles or trailers designed for use therewith, and relating to the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to any insured do not apply to incidental contracts as defined herein.

- b. The definition of Incidental contract is amended to read: Incidental contract means (a) any written (1) lease of premises, (2) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (3) undertaking to indemnify a municipality required by municipal ordinance except in connection with work for the municipality, (4) sidetrack agreement, or (5) elevator maintenance agreement, and (b) any other written contract or agreement relating to the conduct of the named insured's business.
- Solely as respects subdivision (b) of incidental contract, this insurance does not apply;
- to bodily injury or property damage for which the insured has assumed liability under any incidental contract, if such injury or damage occurred prior to the execution of the incidental contract;
- (2) if the insured is an architect, engineer or surveyor, to bodily injury or property damage arising out of the rendering or failure to render professional services by such insured, including (a) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, and (b) supervisory, inspection or engineering services;
- (3) If the indemnitee of the Insured is an architect, engineer or surveyor, to the liability of the indemnitee, his agents or employees arising out of (a) the preparation or approval or the failure to prepare or approve maps, drawings, opinlons, reports, surveys, change orders, designs or specifications, or (b) the giving of or the failure to give directions or instructions by the indemnitee, his agents or employees, provided such giving or failure to give is the primary cause of the bodily injury or property damage;
- (4) to any obligation for which the insured may be held liable in an action on a contract by a third party beneficiary for bodily injury or property damage arising out of a project for a public authority; but this exclusion does not apply to an action by the public authority or any other person or organization engaged in the project:
- (5) to any contract with a labor union;
- (6) to bodily injury or property damage arising out of operations within fifty feet of any railroad property affecting any railroad bridge or trestle, track road bed, tunnel, underpass or crossing.
- (7) If the named lasured is a truckman, to any contract with any other truckman; or
- (8) to any contract wherein the indemnitee is engaged in the business or occupation of providing the following services: (a) medical, surgical, dental, x-ray or nursing service

in treatment or the furnishing of food or beverages in connection therewith, or (b) the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.

d. The following additional condition applies:

Arbitration: The Company shall be entitled to exercise all of the insured's rights in the choice of arbitrators and in the conduct of any arbitration proceeding.

e. The following additional definition applies:

sult includes an arbitration proceeding to which the insured has submitted with the Company's consent.

4. BROAD FORM PROPERTY DAMAGE (Including Completed Operations)

It is agreed that the insurance for property damage liability applies, subject to the following additional provisions:

a. The exclusions relating to property damage to (1) property owned, occupied or used by or rented to the insured or in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control and (2) work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment farnished in connection therewith, are replaced by the following exclusions (y) and (z):

(y) to property damage

- to property owned or occupied by or rented to the insured, or except with respect to the use of elevators, to property held by the insured for sale or entrusted to the insured for storage or safekeeping,
- (2) except with respect to liability under a written sidetrack agreement or the use of elevators to
- (a) property while on premises owned by or rented to the insured for the purpose of having operations performed on such property by or on behalf of the insured.
- (b) tools or equipment while being used by the insured in performing his operations.
- (c) property in the custody of the insured which is to be installed, erected or used in construction by the insured,
- (d) that particular part of any property, not on premises owned by or rented to the lessured,
- (i) upon which operations are being performed by or on behalf of the insured at the time of the property damage arising out of such operations, or
- (ii) out of which any property damage arises, or
- (iii) the restoration, repair or replacement of which has been made or is necessary by reason of faulty workmanship thereon by or on behalf of the insured;
- (2) with respect to the completed operations hazard, to property damage to work performed by the named insured arising out of the work or any portion thereof, or out of

materials, parts or equipment furnished in connection therewith.

b. The insurance afforded hereby shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof) available to the insured, such as but not limited to Fire and Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage, and the "Other Insurance" Condition is amended accordingly.

5. FIRE AND OR EXPLOSION LEGAL LIABILITY COVERAGE—REAL PROPERTY

The Property Damage Liability Coverage applies to property damage to structures or portions thereof rented to or occupied by the named lastred, including fixtures permanently attached thereto if such property damage arises out of fire and/or explsion, subject to the following additional provisions:

- a. With respect to the insurance provided by these provisions, all of the exclusions of the policy, other than the Nuclear Energy Liability exclusion (Broad Form), are deleted and replaced by the following:
- (1) This insurance does not apply to liability assumed by the insured under any contract or agreement,
- (2) As respects coverage afforded by the explosion hazard, the insurance does not apply to loss by explosion of steam boilers, steam pipes, steam turbines or steam engines.
- b. The following are not "explosions" within the intent or meaning of the explosion coverage:
- (1) electric arcing,
- (2) rupture or bursting of rotating or moving parts of machinery caused by centrifugal force or mechanical breakdown.
- (3) water hammer,
- (4) rupture or bursting of water pipes.
- (5) repture or bursting due to expansion or swelling of the contents of any buildings or structures, caused by or resulting from water, or
- (6) rupture, bursting or operation of pressure relief devices.
- c. The limit of property damage liability in the Declarations of the policy as applicable to "each occurrence" is, as respects this Fire and/or Explosion Legal Liability Coverage—Real Property, amended to read \$25,000 each occurrence unless otherwise stated in the Declarations.
- d. The insurance afforded hereby shall be excess insurance over any valid and collectible property insurance (including any deductible pordion thereof) available to the insured, such as, but not limited to, Fire, Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage, and the Other Insurance Condition of the policy is amended accordingly.

PAGE THREE OF FOUR

STOCK NO. 105161-10-76 REV.

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6. WATERCRAFT NON-OWNERSHIP (UNDER 33 FEET IN LENGTH)

It is agreed that the policy exclusion relating to the ownership, maintenance, operation, use, loading or unloading of watercraft shall not apply to any watercraft under 33 feet in length provided such watercraft is not owned by the named insured and is not being used to carry persons for a charge.

The insurance afforded hereby shall be excess insurance over any other valid and collectible insurance available to the insured.

7. INSURED'S DUTIES IN THE EVENT OF OC-CURRENCE, CLAIM OR SUIT

It is agreed that paragraphs (a) and (b) of Condition 3 are deleted and replaced by the following:

(a) In the event of an occurrence, written notice containing particulars sufficient to identify the insured, and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses, of the injured and of available witnesses, shall be given by or for the insured to the Company or shall be given by or for the insured to the Company or any of its authorized agents as soon as practicable after knowledge of such occurrence is had by the named insured, if an individual; by a partner, if a partnership; or by an executive officer or insurance manager, if a corporation.

(b) If a claim is made or suit is brought against the insured, every demand, notice, summons or other process received by the insured or his representative shall be immediately forwarded to the Company; however, this condition will not be considered breached unless failure to forward such demand, notice, summons or other process to the Company occurs after knowledge of such is had by the named insured, if an individual; by a partner, if a partnership; or by an executive officer or insurance manager, if a corporation.

8. WORLDWIDE PRODUCTS LIABILITY (Claims or Suits Brought Within the USA or Canada)

It is agreed that the definition of policy territory is amended to read as follows:

"policy territory" means:

a. The United States of America, its territories or pos-

b. international waters or air space, provided the bodily injury, personal injury or property damage does not occur in the course of travel or transporation to or from any other country, state or nation, or

c. anywhere in the world with respect to damages

because of bodDy lajury or property damage arising out of the named insured's products, but only as respects claims or sults brought within the United States of America, its territories or possessions, or Canada.

9. AUTOMATIC COVERAGE—NEWLY ACQUIRED ENTITIES (30 DAYS)

The word insured shall include any entity which is acquired or formed after the effective date of this endorsement by any named insured and over which such named insured maintains ownership or financial control, provided this insurance does not apply to bodily injury or property damage with respect, to which such a new insured under this policy is also an insured under any other liability or indemnity policy or would be an insured under such policy but for exhaustion of its limits of liability. The insurance afforded hereby shall terminate 30 days from the date any such entity is acquired or formed by such named insured unless this policy is endorsed to include such new insured as a named insured effective as of the date of such acquisition or formation.

10. INCIDENTAL MALPRACTICE COVERAGE

It is agreed that such insurance as is afforded by the policy to the Insured as respects injury arising out of the rendering of failure to render professional services by any physician, dentist or nurse employed by the named Insured effective as of the date of such acquisition or formation.

a. with respect to injury to any employee of the insured arising out of and in the course of his employment by the insured, coverage applies only to injury to the emotions or reputation of such employee;

b. with respect to injury to any person other than any employee described in (a) above, coverage applies to any injury sustained by such person.

11. HOST LIQUOR LIABILITY

The exclusion contained in the policy with respect to the manufacturing, distributing, selling or serving alcoholic beverages does not apply to bodily injury or property damage arising out of serving or giving of alcoholic beverages by or on behalf of the named insured provided the named insured is not a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or is not an owner or lessor of premises uted for such purposes.

12. ADDITIONAL CONDITIONS

 If Coverage Part - Garage Liability is attached to this policy, the Limitation of Coverage Under said Coverage Part does not apply with respect to coverages afforded by this endorsement.

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07 NATIONAL SURETY

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15 AMERICAN AUTOMOBILE

COVERAGE IS PROVIDED IN THE COMPANY DESIGNATED ON THE DECLARATIONS PAGE (A Stock Insurance Company)

This is a self contained Policy forming a part of the Declarations attached hereto. The premium is included in the Declarations of this Policy.

In return for the payment of the premium and subject to all the terms of this policy and the coverages and endorsements which are a part of this policy by designation in the Declarations, we agree with you as follows:

PART I-WORDS AND PHRASES WITH SPECIAL MEANING-READ THEM CAREFULLY

The following words and phrases have special meaning throughout this policy and appear, other than in the Declarations, in boldface type when used.

- A. "You" and "your" mean the person or organization shown as the named insured in ITEM ONE of the Declarations.
- B. "We", "us" and "our" mean the company providing the insurance.
- C. "Accident" includes continuous or repeated exposure to the same conditions resulting in bodily injury or property damage the insured neither expected nor intended.
- D. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads but does not include mobile equipment,
- E. "Bodily injury" means bodily injury, sickness or disease including death resulting from any of these.
- F. "Insured" means any person or organization qualifying as an insured in the WHO IS INSURED section of the applicable insurance. Except with respect to our limit of liability, the insurance afforded applies separately to each insured who is seeking coverage or against whom a claim is made or suit is brought.
- G. "Loss" means direct and accidental damage or loss.
- H. "Mobile equipment" means any of the following type of land vehicles:
- 1. Specialized equipment such as: Bulldozers; Power shovels; Rollers, graders or scrapers; Farm machinery; Cranes: Street sweepers or other cleaners; Diggers; Forklifts: Pumps; Generators: Air Compressors; Drills; Other similar equipment.
- 2. Vehicles designed for use principally off public roads.

- 3. Vehicles maintained solely to provide mobility for such specialized equipment when permanently attached.
- 4. Vehicles not required to be licensed.
- 5. Autos maintained for use solely on your premises or that part of roads or other accesses that adjoin your
- I. "Property damage" means damage to or loss of use of tangible property.
- J. "Traffer" includes semitrailer.
- K. "Description of Covered Auto Designation Symbols" when shown in Item Two of the Declaration means:

SYMBOL

DESCRIPTION

- ! = ANY AUTO.
- 2 = OWNED AUTOS ONLY.* Only those autos you own (and for liability coverage any trailers you don't own while attached to power units you own). This includes those autos whose ownership you acquire after the policy begins.
- 3 = OWNED PRIVATE PASSENGER AUTOS ONLY. Only the private passenger autos you own. This includes those private passenger autos whose ownership you acquire after the policy begins.
- = OWNED AUTOS OTHER THAN PRIVATE PASSENGER AUTOS.* Only those autos you own which are not of the private passenger type (and for liability coverage any trailers you don't own while attached to power units you own). This includes those autos, not of the private passenger type, whose ownership you acquire after the policy begins.

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140404-4-78

SYMBOL

DESCRIPTION

- OWNED AUTOS SUBJECT TO NO-FAULT.*
 Only those autos you own which are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those autos whose ownership you acquire after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.
- 6 = OWNED AUTOS SUBJECT TO A COMPUL-SORY UNINSURED MOTORISTS LAW.* Only those autos you own which, because of the law in the state where they are licensed or principally garaged, are required to have and cannot reject uninsured motorists insurance. This includes those autos whose ownership you acquire after the policy begins provided they are subject to the same state uninsured motorists requirement.
- 7 = SPECIFICALLY DESCRIBED AUTOS. Only those autos described in ITEM FOUR (and for liability coverage any trailers you don't own

SYMBOL

DESCRIPTION

- while attached to any power unit described in ITEM FOUR).
- 8 = HIRED AUTOS ONLY. Only those autos you lease, hire, rent or borrow. This does not include any auto you lease, hire, rent, or borrow from any of your employees or members of their households.
- 9 = NONOWNED AUTOS ONLY. Only those autos you do not own, lease, hire or borrow which are used in connection with your business. This includes autos owned by your employees or members of their households but only while used in your business or your personal affairs.
- 10 = Any other AUTOS. Only those specifically described in the covered auto description in FTEM TWO of the Declarations.

*Owned Autos include an auto leased to you under a leasing agreement of one year or more, including any substitute or replacement, for which the leasing agreement requires you to provide primary insurance for the lessor.

PART II-WHICH AUTOS ARE COVERED AUTOS

- A. ITEM TWO in the Declarations shows the symbols of the autos that are covered autos for each of your coverages. The numerical symbols explained in PARTI.K. describe which autos are covered autos. The symbols entered next to a coverage designate the only autos that are covered autos.
- B. OWNED AUTOS YOU ACQUIRE AFTER THE POL-ICY BEGINS.
- 1. If symbols "1", "2", "3", "4", "5" or "6" are entered next to a coverage in ITEM TWO, then you already have coverage for autos of the type described until the policy ends.
- 2. But, if symbol "7" is entered next to a coverage in ITEM TWO, an auto you acquire will be a covered auto for that coverage only if:

- a. We already insure all autos that you own for that coverage or it replaces an auto you previously owned that had that coverage; and
- b. You tell us within 30 days after you acquire it that you want us to insure it for that coverage.
- C. CERTAIN TRAILERS AND MOBILE EQUIPMENT.
- If the policy provides liability insurance, the following types of vehicles are covered autos for liability insurance:
- Trailers with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
- 2. Mobile equipment while being carried or towed by a covered auto.

PART III—WHERE AND WHEN THIS POLICY COVERS

We cover accidents or losses which occur during the policy period:

- A. In the United States of America, its territories or possessions, Puerto Rico or Canada; or
- B. While the covered auto is being transported between any of these places.

PART IV—LIABILITY INSURANCE

A. WE WILL PAY.

- 1. We will pay all sums the Insured legally must pay as damages because of bodily injury or property damage to which this insurance applies, caused by an accident and resulting from the ownership, maintenance or use of a covered auto.
- 2. We have the right and duty to defend any suit asking for these damages. However, we have no duty to defend suits

for bodlly injury or property damage not covered by this policy. We may investigate and settle any claim or suit as we consider appropriate. Our payment of the LIABILITY INSURANCE limit ends our duty to defend or settle.

B. WE WILL ALSO PAY.

In addition to our limit of liability, we will pay for the insured:

Page Two

- 1. Up to \$250 for cost of bail bonds (including bonds for related traffic law violations) required because of an accident we cover. We do not have to furnish these bonds.
- 2. Premiums on appeal bonds in any suit we defend.
- Premiums on bonds to release attachments in a suit we defend but only for bonds up to our limit of liability.
- 4. All costs taxed to the insured in a suit we defend.
- All interest accruing after the entry of the judgment in a suit we defend. Our duty to pay interest ends when we pay or tender our limit of liability.
- Up to \$50 a day for loss of earnings (but not other income) because of attendance at hearings or trials at our request.
- 7. Other reasonable expenses incurred at our request.

C. WE WILL NOT COVER-EXCLUSIONS.

This insurance does not apply to:

- 1. Liability assumed under any contract or agreement.
- 2. Any obligation for which the insured or his or her insurer may be held liable under any workers' compensation or disability benefits law or under any similar law.
- Any obligation of the insured to indemnify another for damages resulting from bodily injury to the insured's employee.
- Bodily injury to any fellow employee of the insured arising out of and in the course of his or her employment.
- 5. Bodily injury to any employee of the insured arising out of and in the course of his or her employment by the insured. However, this exclusion does not apply to bodily injury to domestic employees not entitled to workers' compensation benefits.
- Property damage to property owned or transported by the insured or in the insured's care, custody or control.
- 7. Bodily injury or property damage resulting from the loading of property before it has been put in or on the covered auto or the unloading of property after it has been taken off or out of the covered auto. This exclusion does not apply to loading or unloading by means of a mechanical device that is permanently attached to the covered auto.
- 8. Bodily injury or property damage caused by the dumping, discharge or escape of irritants, pollutants or contaminants. This exclusion does not apply if the discharge is sudden and accidental.

D. WHO IS INSURED.

- 1. You are an insured for any covered auto.
- 2. While any covered auto is rented or leased to you and is being used by or for you, its owner or anyone else from whom you rent or lease it is an insured but only for that covered auto. However, that covered auto's owner or anyone else from whom it is rented or leased is not an insured for liability resulting from defects or faulty workmanship.

- Anyone else is an insured while using with your permission a covered auto you own, hire or borrow except:
- a. Someone using a covered auto you hire or borrow from one of your employees or a member of his or her household.
- b. Someone using a covered auto while he or she is working in a business of selling, servicing, repairing or parking autos.
- 4. Anyone liable for the conduct of an insured described above is an insured but only to the extent of that liability. However, the owner or anyone else from whom you hire or borrow a covered auto is an insured only if that auto is a trailer connected to a covered auto you own.

E. OUR LIMIT OF LIABILITY.

Regardless of the number of covered autos, insureds, claims made or vehicles involved in the accident, our limit of liability is as shown in the Declarations and as defined below:

 Combined bodlly injury liability and property damage liability.

The most we will pay for all damages resulting from any one accident is the LIABILITY INSURANCE limit shown in the Declarations.

Separate limits of liability for bodily injury liability and property damage liability.

The most we will pay for all damages resulting from bodily injury to any one person caused by any one accident is the limit of Bodily Injury Liability shown in the Declarations for "each person".

Subject to the limit for "each person", the most we will pay for all damages resulting from bodily injury caused by any one accident is the limit of Bodily Injury Liability shown in the Declarations for "each accident".

The most we will pay for all damages resulting from property damage caused by any one accident is the limit of Property Damage Liability shown in the Declarations.

For the purpose of determining our limit of liability under 1. or 2. above, all bodly injury and property damage resulting from continuous or repeated expusure to substantially the same conditions will be considered as resulting from one accident.

F. OUT OF STATE EXTENSIONS OF COVERAGE.

- 1. While a covered auto is away from the state where it is licensed we will:
- a. Increase this policy's liability limits to meet those specified by a compulsory or financial responsibility law in the jurisdiction where the covered auto is being used.
- b. Provide the minimum amounts and types of other coverages, such as "No-Fault", required of out of state vehicles by the jurisdiction where the covered auto is being used.
- We will not pay anyone more than once for the same elements of loss because of these extensions.

140404--4-78

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Page Three

PART V-AUTO MEDICAL PAYMENTS INSURANCE

A. WORDS AND PHRASES WITH SPECIAL MEANING.

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In addition to the WORDS AND PHRASES WITH SPECIAL MEANING in the policy, the following words and phrases have special meaning for AUTO MEDICAL PAYMENTS INSURANCE:

- "Family member" means a person related to you, by blood, marriage or adoption who is a resident of your household, including a ward or foster child.
- 2. "Occupying" means in, upon, getting in, on, out or off.

B. WE WILL PAY.

We will pay reasonable expenses incurred for necessary medical and funeral services to or for an insured who sustains bodily injury caused by accident. We will pay only those expenses incurred within three years from the date of the accident.

C. WE WILL NOT COVER—EXCLUSIONS.

This insurance does not apply to:

- Bodily injury sustained by an insured while occupying a vehicle located for use as a premises.
- Bodily injury sustained by you or any family member while occupying or struck by any vehicle (other than a covered auto) owned by you or furnished or available for your regular use.
- Bodfly injury sustained by any family member while occupying or struck by any vehicle owned by or furnished or available for the regular use of any family member.
- Bodily Injury to your employee arising out of and in the course of employment by you. However, we will cover

bodily injury to your domestic employees if not entitled to workers' compensation benefits.

- Bodily injury to an insured while working in a business of selling, servicing, repairing or parking autos.
- Bodily injury caused by declared or undeclared war or insurrection or any of their consequences.
- Bodily injury to anyone using a vehicle without a reasonable belief that the person is entitled to do so.

D. WHO IS INSURED.

- 1. You or any family member while occupying or, while a pedestrian, when struck by any auto.
- Anyone else occupying a covered auto or a temporary substitute for a covered auto. The covered auto must be out of service because of its breakdown, repair, servicing, loss or destruction.

E. OUR LIMIT OF LIABILITY.

Regardless of the number of covered autos, insureds, claims made or vehicles involved in the accident, the most we will pay for bodily injury for each insured injured in any, one accident is the limit of AUTO MEDICAL PAYMENTS shown in the Declarations.

F. CHANGES IN CONDITIONS.

The CONDITIONS of the policy are changed for AUTO MEDICAL PAYMENTS INSURANCE as follows:

- 1. OUR RIGHT TO RECOVER FROM OTHERS, does not apply.
- 2. The reference in OTHER INSURANCE to "other collectible insurance" applies only to other collectible auto medical payments insurance.

PART VI-UNINSURED MOTORISTS INSURANCE

A. WORDS AND PHRASES WITH SPECIAL MEANING.

In addition to the WORDS AND PHRASES WITH SPECIAL MEANING in the policy, the following words and phrases have special meaning for UNINSURED MOTORISTS INSURANCE:

- "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.
- 2. "Occupying" means in, upon, getting in, on, out or off.
- "Uninsured motor vehicle" means a land motor vehicle or trailer:
- a. For which no liability bond or policy at the time of an accident provides at least the amounts required by the appplicable law where a covered auto is principally garaged, or
- b. For which the sum of all liability bonds or policies at the time of an accident provides at least the amounts required by the applicable law where a covered auto is principally garaged but their limits are less than the limit of this insurance, or

- c. For which an insuring or bonding company denies coverage or is or becomes insolvent, or
- d. Which is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must hit an insured, a covered auto or a vehicle an insured is occupying.

However, "uninsured motor vehicle" does not include any vehicle:

- a. Owned or operated by a self-insurer under any applicable motor vehicle law.
- b. Owned by a governmental unit or agency.
- Designed for use mainly off public roads while not on public roads.

B. WE WILL PAY,

1. We will pay all sums the insured is legally entitled to recover as damages from the owner or driver of an uninsured motor vehicle. The damages must result from bodlly injury sustained by the insured caused by an accident. The owner's or driver's liability for these

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damages must result from the ownership, maintenance or use of the uninsured motor vehicle.

- 2. If this insurance provides a limit in excess of the amounts required by the applicable law where a covered auto is principally garaged, we will pay only after all liability bonds or policies have been exhausted by judgments or payments.
- 3. Any judgment for damages arising out of a suit brought without our written consent is not binding on us.

C. WE WILL NOT COVER—EXCLUSIONS.

The insurance does not apply to:

- 1. Any claim settled without our consent.
- The direct or indirect benefit of any insurer or selfinsurer under any workers' compensation, disability benefits or similar law.
- Bodily lajary sustained by you or any family member while occupying or struck by any vehicle owned by you or any family member which is not a covered auto.
- 4. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.

D. WHO IS INSURED.

- 1. You or any family member.
- Anyone else occupying a covered auto or a temporary substitute for a covered auto. The covered auto must be out of service because of its breakdown, repair, servicing, loss or destruction.
- Anyone for damages he is entitled to recover because of bodily injury sustained by another insured.

E. OUR LIMIT OF LIABILITY.

Regardless of the number of covered autos, insureds, claims made or vehicles involved in the accident, our limit of liability is as follows:

The most we will pay for all damages resulting from bodily injury to any one person caused by any one accident is the limit shown in the Declarations for "each person".

Subject to the limit for "each person", the most we will pay for all damages resulting from bodily injury caused by any one accident is the limit shown in the Declarations for "each accident".

Any amount payable under this insurance shall be reduced by:

All sums paid or payable under any workers' compensation, disability benefits or similar law, and

All sums paid by or for anyone who is legally responsible, including all sums paid under the policy's LIABILITY INSURANCE.

Any amount paid under this insurance will reduce any amount an insured may be paid under the policy's LIABIL-ITY INSURANCE.

F. CHANGES IN CONDITIONS.

The CONDITIONS of the policy are changed for UNIN-SURED MOTORISTS INSURANCE as follows:

- 1. The reference in OTHER INSURANCE to "other collectible insurance" applies only to other collectible uninsured motorists insurance.
- 2. YOUR DUTIES AFTER ACCIDENT OR LOSS is changed by adding the following:
- a. Promptly notify the police if a hit-and-run driver is involved, and
- b. Promptly send us copies of the legal papers if a suit is brought.
- J. OUR RIGHT TO RECOVER FROM OTHERS is changed by adding the following:

If we make any payment and the insured recovers from another party, the insured shall hold the proceeds in trust for us and pay us back the amount we have paid.

4. The following Condition is added:

ARBITRATION

- a. If we and an insured disagree whether the insured is legally entitled to recover damages from the owner or driver of an uninsured motor vehicle or do not agree as to the amount of damages, either party may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.
- b. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

PART VII—PHYSICAL DAMAGE INSURANCE

A. WE WILL PAY.

- We will pay for loss to a covered auto or its equipment under:
- a. Comprehensive Coverage. From any cause except the covered auto's collision with another object or its overturn.
- b. Specified Perils Coverage. Caused by:
- (1) Fire or explosion;
- (2) Theft:
- (3) Windstorm, hail or earthquake;

(4) Flood:

(5) Mischief or vandalism;

- (6) The sinking, burning, collision or derailment of any conveyance transporting the covered auto.
- c. Collision Coverage. Caused by the covered auto's collision with another object or its overturn.

2. Towing.

We will pay up to \$25 for towing and labor costs incurred each time a covered auto of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

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B. WE WILL ALSO PAY.

We will also pay up to \$10 per day to a maximum of \$300 for transportation expense incurred by you because of the total theft of a covered auto of the private passenger type. We will pay only for those covered autos for which you carry either Comprehensive or Specified Perils Coverage. We will pay for transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered auto is returned to use or we pay for its loss.

C. WE WILL NOT COVER-EXCLUSIONS.

This insurance does not apply to:

- Wear and tear, freezing, mechanical or electrical breakdown unless caused by other loss covered by this policy.
- Blowouts, punctures or other road damage to tires unless caused by other loss covered by this policy.
- Loss caused by declared or undeclared war or insurrection or any of their consequences.
- Loss caused by the explosion of a nuclear weapon or its consequences.
- 5. Loss caused by radioactive contamination.
- Loss to tape decks or other sound reproducing equipment not permanently installed in a covered auto.
- Loss to tapes, records or other sound reproducing devices designed for use with sound reproducing equipment.
- 8. Loss to any sound receiving equipment designed for use as a citizens' band radio, two-way mobile radio or telephone or scanning monitor receiver, including its

antennas and other accessories, unless permanently installed in the dash or console opening normally used by the auto manufacturer for the installation of a radio.

D. HOW WE WILL PAY FOR LOSSES—THE MOST WE WILL PAY.

- 1. At our option we may:
- a. Pay for, repair or replace damaged or stolen property;
- b. For theft, return the stolen property, at our expense. We will pay for any damage that results to the auto from the theft.
- 2. The most we will pay for loss is the smaller of the following amounts:
- a. The amount shown in the Schedule of Autos You Own in the Declaration.
- b. The actual cash value of the damaged or stolen property at the time of loss.
- c. The cost of repairing or replacing the damaged or stolen property with other of like kind or quality.
- 3. For each covered auto, our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to loss caused by fire or lightning.

E. GLASS BREAKAGE—HITTING A BIRD OR ANI-MAL—FALLING OBJECTS OR MISSILES.

We will pay for glass breakage, loss caused by hitting a bird or animal or by falling objects or missiles under Comprehensive Coverage if you carry Comprehensive Coverage for the damaged covered auto.

PART VIII—CONDITIONS

The insurance provided by this policy is subject to the following conditions:

A. YOUR DUTIES AFTER ACCIDENT OR LOSS.

- I. You must promptly notify us or our agent of any accident or loss. You must tell us how, when and where the accident or loss happened. You must assist in obtaining the names and addresses of any injured persons and witnesses.
- 2. Additionally, you and other involved insureds must:
- a. Cooperate with us in the investigation, settlement or defense of any claim or suit. No insured shall, except at his or her own cost, voluntarily make any payment, assume any obligation or incur any expense.
- b. Immediately send us copies of any notices or legal papers received in connection with the accident or loss.
- c. Submit at our expense and as often as we require to physical examinations by physicians we select.
- d. Authorize us to obtain medical reports and other pertinent medical information.

- 3. Additionally, to recover for loss to a covered auto or its equipment you must do the following:
- a. Permit us to inspect and appraise the damaged property before its repair or disposition.
- b. Do what is reasonably necessary after loss at our expense to protect the covered auto from further loss.
- c. Submit a proof of loss when required by us.
- d. Promptly notify the police if the covered auto or any of its equipment is stolen.

B. OTHER INSURANCE.

- 1. For any covered auto you own this policy provides primary insurance. For any covered auto you don't own, the insurance provided by this policy is excess over any other collectible insurance. However, while a covered auto which is a traffer is connected to another vehicle the liability coverage this policy provides for the trailer:
- a. Is excess while it is connected to a motor vehicle you don't own.

Page Sta

- Is primary while it is connected to a covered auto you own.
- When two or more policies cover on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the limit of our policy bears to the total of the limits of all the policies covering on the same basis.

C. OUR RIGHT TO RECOVER FROM OTHERS.

If we make any payment, we are entitled to recover what we paid from other parties. Any person to or for whom we make payment must transfer to us his or her rights of recovery against any other party. This person must do everything necessary to secure these rights and must do nothing that would jeopardize them.

D. CANCELLING THIS POLICY DURING THE POL-ICY PERIOD.

- You may cancel the policy by returning it to us or by giving us advance notice of the date cancellation is to take effect.
- We may cancel the policy by mailing you at least 10 days notice at your last address known by us. We may deliver any notice instead of mailing it. Proof of mailing of any notice will be sufficient proof of notice.
- The effective date of cancellation stated in the notice shall become the end of the policy period.
- 4. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. However, making or offering to make the refund is not a condition of cancellation. If you cancel, the refund, if any, will be computed in accordance with the customary short rate procedure. If we cancel, the refund, if any, will be computed pro rata.

E. LEGAL ACTION AGAINST US.

No legal action may be brought against us until there has been full compliance with all the terms of this policy. In addition, under LIABILITY INSURANCE, no legal action may be brought against us until we agree in writing that the insured has an obligation to pay or until the amount of that obligation has been finally determined by judgment after trial. No person or organization has any right under this policy to bring us into any action to determine the liability of the Insured.

F. INSPECTION.

At our option we may inspect your property and operations at any time. These inspections are for our benefit only. By our right to inspect or by our making any inspection we make no representation that your property or operations are safe, not harmful to health or comply with any law, rule or regulation.

G. CHANGES.

This policy contains all the agreements between you and us. Its terms may not be changed or waived except by

endorsement issued by us. If a change requires a premium adjustment, we will adjust the premium as of the effective date of change. If we revise this policy form to provide more coverage without additional premium charge your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

H. TRANSFER OF YOUR INTEREST IN THIS POLICY.

Your rights and duties under this policy may not be assigned without our written consent.

NO BENEFIT TO BAILEE—PHYSICAL DAMAGE INSURANCE ONLY.

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this policy.

J. BANKRUPTCY.

Bankruptcy or insolvency of the insured shall not relieve us of any obligations under this policy.

K. APPRAISAL FOR PHYSICAL DAMAGE LOSSES.

- 1. If you and we fail to agree as to the amount of loss either may demand an appraisal of the loss. In such event, you and we shall each select a competent appraiser, and the appraisers shall select a competent and disinterested umpire. The appraisers shall state separtately the actual cash value and the amount of loss, and, falling to agree, shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. You and we shall each pay the chosen appraiser and shall bear equally the other expenses of the appraisal and umpire.
- We shall not be held to have waived any of our rights by any act relating to appraisal.

L. ESTIMATED ANNUAL PREMIUM.

The estimated annual premium for this policy is based on the exposures you told us you would have when this policy began.

We will compute your final premium due when we determine your actual exposures. The estimated annual premium will be credited against the final premium due and you will be billed for the balance, if any. If the estimated annual premium exceeds the final premium due you will get a refund. To determine your final premium due we may examine your records at any time during the period of coverage and up to three years afterward. If this policy is issued for more than one year, the premium shall be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

M. PUNITIVE OR EXEMPLARY DAMAGES EXCLUSION.

Unless deleted by the individual State Supplementary Endorsement(s) applicable to this Business Auto Policy, the following exclusion shall apply:

Punitive or Exemplary Damages Exclusion. (IL 00 01), Regardless of any other provision of this policy, this policy does not apply to punitive or exemplary damages.

140404-478

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Page Seven

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)

This endorsement modifies the provisions of this policy relating to all Medical Payments and Automobile Liability Insurance.

It is agreed that:

1. This policy does not apply:

A. Under any Liability Coverage, to bodily injury or property damage

- (1) with respect to which an Insured under this policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Motual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- B. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- C. Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if
- (1) the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom:
- (2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
- (3) the bodlly injury or property damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereat.

II. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent hel" means any fuel element or fuel component solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

(a) any nuclear reactor,

(b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,

(c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"property damage" includes all forms of radioactive contamination of property.

IN WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary, but it shall not be binding upon us unless it is countersigned on the Declarations page by one of our duly authorized agents.

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PRESIDENT

Page Eight

ENDORSEMENTS

The following endorsements shall apply only when specifically incorporated by reference through appropriate entry in the Declarations.

1. DEDUCTIBLE PROPERTY DAMAGE LIABILITY INSURANCE (CA 03 01 01 78)

PROPERTY DAMAGE LIABILITY INSURANCE DEDUCTIBLE:

A. The damage which would otherwise be payable under LIABILITY INSURANCE for property damage caused in any one accident will be reduced by the PROPERTY DAMAGE PER ACCIDENT DEDUCTIBLE stated in the Declarations prior to the application of the OUR LIMIT OF LIABILITY provision.

B. To settle any claim or suit we may pay all or any part of any deductible stated in the Declarations. If this happens you must reimburse us for the deductible or the part of the deductible we paid.

In the states of California, Indiana, Iowa, Kansas, Kentucky, Minnesota, New Hampshire, New Jersey, New York, Oregon, South Carolina, Virginia, Washington and West Virginia, paragraph B is amended to read:

B. To settle any claim or suit we will pay all or part of any deductible stated in the Declarations. You must reimburse us for the deductible or the part of the deductible we paid.

2. LEASING OR RENTAL CONCERNS—CONVERSION, EMBEZZLEMENT OR SECRETION COVERAGE (CA 20 10 01 78)

PHYSICAL DAMAGE INSURANCE for covered autos is changed as follows:

A. The following exclusion is added:

This insurance does not apply:

Under the Comprehensive and Specified Perils Coverages, to loss due to theft, conversion, embezzlement or secretion by any person in possession of a covered auto either (i) under a bailment lease, conditional sale, purchase agreement, mortgage or other encumbrance or (ii) as a rentee or lessee of such covered auto; however, this exclusion does not apply to covered autos designated in the Declarations for this endorsement.

B. For covered autos designated in the Declarations for this endorsement, we will pay under the Comprehensive and Specified Perils coverages, for loss to the covered autos due to theft, conversion, embezzlement or secretion by any rentee or lessee, subject to the following provisions:

- 1. The most we will pay for loss to any one covered auto is 75% of the actual cash value of such covered auto, at the time of the loss, reduced by the amount of any deposit secured by you from the rentee or lessee.
- If there is a loss or if you learn of any act which may result in a loss, you must do the following:
- a. Promptly notify the police and as soon as practicable notify us or our agent.
- b. Cooperate with any public prosecutor if requested by him, in prosecuting any person whose acts result in the loss.
- c. Submit a proof of less if required by us.
- d. Make every reasonable effort to locate the covered auto. If you locate the covered auto, take possession of it, using legal proceedings if required by us. We will reimourse you for reasonable expenses incurred at our request, or with our consent, in locating and recovering the covered auto.

3. PARTNERSHIP AS NAMED INSURED—NON-OWNERSHIP LIABILITY COVERAGE (CA 99 22 01 78)

- A. No auto owned by any of your partners or members of their households is a covered auto for LIABILITY INSURANCE unless an "x" is shown in the Declarations for this endorsement.
- B. WHO IS INSURED is changed by adding the following to paragraph 3:
- c. A partner of yours for an auto owned by him or her or a member of his or her household.

4. WRONG DELIVERY OF LIQUID PRODUCTS (CA 23 05 01 78)

LIABILITY INSURANCE is changed by adding the following exclusion:

This insurance does not apply to:

Bodily injury or property damage resulting from the delivery of any liquid into the wrong receptacle or to the wrong address, or from the delivery of one liquid for another.

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(Continued on Reverse Side)

Page Nine

5. CITIZENS' BAND RADIO COVERAGE (CA 99 08 01 78)

- A. PHYSICAL DAMAGE INSURANCE on a covered auto described in the Declarations for this endorsement also applies to loss to any permanently installed equipment designed for use as a:
- 1. Citizens' band radio, or

- 2. Two-way mobile radio or telephone, or
- Scanning monitor receiver including its antennas and other accessories.
- B. No deductibles will be applicable to the limit of liability.

6. DRIVE OTHER CAR COVERAGE—BROADENED COVERAGE FOR NAMED INDIVIDUALS (CA 99 10 01 78)

This endorsement changes only those coverages listed in the Declarations page. Each of those coverages is changed as follows:

A. CHANGES IN LIABILITY INSURANCE

- Any suto you don't own is a covered auto for LIABIL-ITY INSURANCE while being used by any individual named in the Declarations for this endorsement or by his or her spouse while a resident of the same household except:
- a. Any auto owned by that individual or by any member of his or her household.
- Any auto used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking autos.
- 2. The following is added to WHO IS INSURED:

Any individual named in the Declarations for this endorsoment and his or her spouse, while a resident of the same household, are insureds while using any covered auto described in paragraph A.I. of this endorsement.

B. CHANGES IN AUTO MEDICAL PAYMENTS AND UNINSURED MOTORISTS INSURANCE

The following is added to WHO IS INSURED.

Any individual named in the Declarations for this endorsement and, while resident in the same household, his or her spouse and the family members of either are insureds while occupying or while a pedestrian when being struck by any auto you don't own except:

Any auto owned by that individual, his or her spouse, or by any family member of either.

C. CHANGES IN PHYSICAL DAMAGE INSURANCE

Any private passenger type auto you don't own is a covered auto while in the care, custody or control of any individual named in the Declarations for this endorsement or his or her spouse while resident of the same household except:

- 1. Any auto owned by that individual or by any member of his or her household.
- Any auto used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking autos.

7. HIRED AUTOS SPECIFIED AS COVERED AUTOS YOU OWN (CA 99 16 01 78)

- A. Any nuts described in the Declarations for this endorsement will be considered a covered auto you own and not a covered auto you hire, borrow or lease under the coverage for which it is a covered auto.
- B. CHANGES IN LIABILITY INSURANCE The following is added to WHO IS INSURED:

While any covered auto described in the Declarations for this endorsement is rented or leased to you and is being used by or for you, its owner or anyone else from whom you rent or lease it is an insured but only for that covered auto. However, that covered auto's owner or anyone else from whom it is rented or leased is not an insured for liability resulting from defects or faulty workmanship.

8. INDIVIDUAL NAMED INSURED (CA 99 17 01 78)

If you are an individual, the policy is changed as follows:

A. WORDS AND PHRASES WITH SPECIAL MEANING

- 1. The following phrase is added and appears in **bold** face type when used:
- "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.
- The words "you" and "your" include your spouse if a resident of the same household except for notice of cancellation.
- 3. When the phrase "private passenger type" appears in bold face type it includes any covered auto you own of the pick-up or van type not used for business purposes.

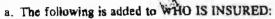
B. CHANGES IN LIABILITY INSURANCE

1. The exclusion relating to bodily injury to fellow employees of the insured does not apply to bodily injury to your or any family member's fellow employees.

2. PERSONAL AUTO COVERAGE

While any auto you own of the private passenger type is a covered auto under the LIABILITY INSURANCE:

Page Ten



Family members are insureds for any covered auto you own of the private passenger type and any other auto described in paragraph 2b of this endorsement.

- b. Any auto you don't own is a covered auto while being used by you or by any family member except:
- (1) Any auto owned by any family members.
- (2) Any auto furnished or available for your or any family member's regular use.
- (3) Any auto used by you or by any of your family members while working in a business of selling, servicing, repairing, or parking autos.
- (4) Any auto other than an auto of the private passenger type used by you or by any of your family members while working in any other business or occupation.
- c. The exclusion relating to pollutants, irritants and contaminants and, if forming a part of the policy, the NUCLEAR ENERGY LIABILITY EXCLUSION (BROAD FORM), does not apply to any covered auto of the private passenger type.
- d. The following exclusion is added and applies only to private passenger type covered autos:

This insurance does not apply to:

Bodily injury or property damage for which an insured under the policy is also an insured under a nuclear energy liability policy or would be an insured but for its termination upon its exhaustion of its limit of liability. A nuclear energy liability policy is a policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or any of their successors. This exclusion does not apply to autos registered or principally garaged in New York.

- e. The exclusion relating to property in the insured's care, custody or control does not apply to property damage to any private passenger type covered auto you don't own while being used by you or by any family member except:
- (1) Any auto owned by any family member.
- (2) Any auto furnished or available for your or any family member's regular use.
- (3) Any auto which you or any family member uses while working in a business of selling, servicing, repairing or parking autos.

C. CONDITIONS

The following Condition is added:

DEATH OF THE INDIVIDUAL NAMED INSURED

If you die:

- 1. Your surviving spouse if a resident of the same household at the time of your death will continue as the named insured until the end of the policy.
- Your legal representative will be the named insured but only while acting within the scope of his or her duties as such.
- Until your legal representative has been appointed, the person having proper temporary custody of your property will be the named insured with respect to such property.

9. LOSS PAYABLE CLAUSE (CA 99 19 01 78)

- A. We will pay you and the loss payee named in the policy. for loss to a covered auto, as interest may appear.
- B. The insurance covers the interest of the loss payer unless the loss results from fraudulent acts or omissions on your part.
- C. We may cancel the policy as allowed by CANCEL-
- LING THIS POLICY DURING THE POLICY PERIOD. Cancellation ends this agreement as to the loss payee's interest. If we cancel the policy we will mail you and the loss payee the same advance notice.
- D. If we make any payment to the loss payer, we will obtain his rights against any other party.

10. TAPES AND RECORDS COVERAGE (CA 99 30 01 78)

- A. Under Comprehensive Coverage we will pay for loss to tapes, records or other similar devices used with sound reproducing equipment. We will pay only if the tapes, records or other similar devices:
- 1. Are your property or that of a family member, and
- 2. Are in a covered auto at the time of loss.
- B. The most we will pay for loss is \$200.
- C. PHYSICAL DAMAGE INSURANCE provisions apply to this coverage, except for any deductible.

11. INDIVIDUAL NAMED INSURED-ECONOMY PLUS AUTO COVERAGE

It is agreed that ASSOCIATED INDEMNITY CORPO-RATION (A Stock Insurance Company, San Francisco, California, called the Company) replaces the Company designated in the Declarations as insurer, but only with respect to such insurance as is afforded by the provisions of the policy as modified by endorsement 8 for the autos of the private passenger type designated in the Declarations as subject to this endorsement.

12. INDIVIDUAL NAMED INSURED—SUPERIOR AUTO COVERAGE

It is agreed that NATIONAL SURETY CORPORATION (A Stock Insurance Company, Chicago, Illinois, called the Company) replaces the Company designated in the Declarations as insurer, but only with respect to such

insurance as is afforded by the provisions of the policy as modified by endorsement 8 for the autos of the private passenger type designated in the Declarations as subject to this endorsement.

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(Continued on Reverse Side)

Page Eleven



13. MEXICO ENDORSEMENT

This policy is extended to apply while any covered auto is being operated in the Republic of Mexico for a period not exceeding ten days at any one time. It is agreed that such insurance as is provided by this policy only by reason of the terms of this paragraph shall be excess insurance over any other valid and collectible insurance available to you.

WARNING

Unless you have automobile insurance written by a Mexican insurance company, you may spend many hours or days in jail, if you have an accident in Mexico. Insurance coverage should be secured from a company

licensed under the laws of Mexico to write such insurance in order to avoid complications and some other penalties possible under the laws of Mexico, including the possible impoundment of your auto.

14. LEASING OR RENTAL CONCERNS—CONTINGENT COVERAGE

A. PHRASE WITH SPECIAL MEANING

In addition to the WORDS AND PHRASES WITH SPECIAL MEANING in the policy, the following phrase has special meaning in this endorsement:

"Leased auto" means an auto you lease to a leasee under a leasing agreement of one year or more for which the leasing agreement requires the lessee to provide primary insurance for you.

- B. LIABILITY INSURANCE and any required no-fault insurance provided by the policy for a covered auto which is a leased auto applies subject to the following provisions:
- 1. a. The lessee has furnished you with a certificate of insurance required by the leasing agreement, and

- b. At the time of an accident the insurance required by the leasing agreement is not collectible.
- 2. For you, the limit of our liability for the insurance provided by this endorsement is the limit of liability stated in the Declarations.
- 3. For the lessee, the limit of our liability for the insurance provided by this endorsement is the minimum limit required by any applicable compulsory or financial responsibility law.
- 4. The insurance provided by this endorsement is excess over any other collectible insurance, whether primary, excess or contingent.

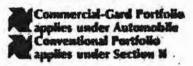
15. DRIVER EXCLUSION

We will not be liable for any accidents or losses while a covered auto is driven by individuals named in the

Declarations page for this endorsement.

Page Twelve

This form amends this Policy and if attached to:





Business Auto Policy. Garage Policy Truckers Policy

Supplementary State Endorsements

California

The following endorsements shall apply only when specifically incorporated through appropriate entry in the Declarations.

1. AMENDMENT OF PART IV - LIABILITY INSURANCE - CALIFORNIA (Business Auto Policy and Truckers Policy)

It is agreed that paragraph 3.b. of PART IV — LIABILITY IN-SURANCE, section D. WHO IS INSURED, is amended to readas follows:

b. Someone using a covered auto while he or she is working in a business of selling, repairing, servicing, delivering, testing, roadtesting, parking or storing autos.

2. CHANGES IN UNINSURED MOTORISTS INSURANCE (CA 21 02 01 78)

A. WORDS AND PHRASES WITH SPECIAL MEANING is changed as follows:

Paragraph C of "uninsured motor vehicle" is changed to read: For which the insuring or bonding company denies coverage or refuses to admit coverage except conditionally or with reservation or becomes insolvent, or

B. Exclusion 2 under WE WILL NOT COVER — EXCLUSIONS is changed to read:

This insurance does not apply to:

The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability or similar law or to the direct benefit of the United States, a state or its political subdivisions.

- C. OUR LIMIT OF LIABILITY is changed to read:
- Regardless of the number of covered autos, insureds, claims made or vehicles involved in the accident, the most we will pay for all damages resulting from any one accident is the limit of UNINSURED MOTORISTS INSURANCE shown in the declarations.
- 2. Any loss payable under this insurance shall be reduced by:
- a. All sums paid or payable under any workers' compensation law exclusive of non-occupational disability benefits, and
- b. All sums paid by or for anyone who is legally responsible, including all sums paid under the policy's LIABILITY INSURANCE.
- D. OTHER INSURANCE is changed to read:
- For bodily injury sustained by an insured while occupying an auto he does not own, UNINSURED MOTORISTS INSUR-ANCE does not apply if the owner of the auto has uninsured motorists insurance.

- 2. Except as provided in paragraph I, if an insured has other uninsured motorists insurance, the damages shall be deemed not to exceed the higher of the applicable limits of the respective coverages. We will pay only our share of these damages. Our share is the proportion that the limit of UNINSURED MOTORISTS INSURANCE bears to the total of the limits of all uninsured motorists insurance.
- E. The policy's condition LEGAL ACTION AGAINST US is changed to read:

No legal action may be brought against us until there has been full compliance with all the terms of this policy nor unless within one year from the date of the accident:

- Suit for bodily injury has been filed against the uninsured motorist in a court of competent jurisdiction, or
- Agreement as to the amount due under this insurance has been concluded, or
- 3. The insured has formally instituted legal proceedings.
- F. ARBITRATION is changed to read:
- If we and an insured disagree whether the insured is legally entitled to recover damages from the owner or driver of an uninsured motor vehicle or do not agree as to the amount of damages, either party may make a written demand for arbitration. In this event the disagreement will be settled by a single neutral arbitrator, Each party will bear the expenses of the arbitrator equally.
- Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to arbitration procedures and evidence will apply. The decision of the arbitrator will be binding.

3. CHANGES IN POLICY -- CANCELLATION (PA 02 04 01 78)

If you are an individual and a covered auto you own is of the private passenger type, CANCELLING THIS POLICY DURING THE POLICY PERIOD does not apply to that auto. The following Condition applies instead:

ENOING THIS POLICY

A. Cancellations

- You may cancel the policy by returning it to us or by giving us advance notice of the date cancellation is to take effect.
- 2. When this policy is in effect less than 60 days and is not a renewal or continuation policy, we may cancel for any reason provided we mail you notice within this period. If we cancel we will mail you at least 10 days notice.

(Continued on Reverse Side)

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- (Continued in 3. When this policy is in effect 60 days or more or is a renewal or continuation policy, we may cancel only for one or more of
- a. Nonpayment of premium, if we cancel for this reason, we will mail you at least 10 days notice.

the following reasons:

- b. Your driver's license or that of a driver who lives with you or customarily uses the covered auto has been suspended or revoked during the policy period. If we cancel for this reason we will mail you at least 20 days notice.
- c. We replace this policy with another one providing similar coverages and the same limits for the covered auto. The replacement policy will take effect when this policy is cancelled, and will end a year after this policy begins or on this policy's expiration date, whichever is earlier.
- d. This policy has been written for a period of more than a year or without a fixed expiration date. We may cancel for this reason only at an anniversary of its original effective date. If we cancel for this reason we will mail you at least 20 days notice.
- 4. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. However, making or offering to make the refund is not a condition of cancellation. If you cancel, the refund, if any, will be computed in accordance with our customary short rate procedure. If we cancel, the re-

fund, if any, will be computed pro rata.

5. The effective date of cancellation stated in the notice shall become the end of the policy period.

B. Non-Renewal

- 1. If we decide not to renew or continue this policy we will mail you notice at least 20 days before the end of the policy period. If the policy period is other than one year, we will have the right not to renew or continue it only at an anniversary of its original effective date. If we offer to renew or continue at least 20 days before the end of the policy period and you do not accept, this policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium by the end of the policy period shall mean that you have not accepted our offer.
- If we fail to mail proper notice of non-renewal and you obtain other insurance this policy will end on the effective date of that insurance.

C. Mailing of Notices

Any notice of cancellation or non-renewal will be mailed to your last known address. However, we may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice:

4. AMENDMENT OF PART IV - LIABILITY INSURANCE - CALIFORNIA (Garage Policy)

It is agreed that paragraph 1.b.(2) of PART IV — LIABILITY INSURANCE, section D. WHO IS INSURED, is amended to read as follows:

(2) Someone using a covered auto while he or she is working in a business of selling, repairing, servicing, delivering, testing, road-testing, parking or storing autos.

PAGE TWO

AUTOMOBILE - GENERAL LIABILITY INSURANCE

THREE-YEAR ENDORSEMENT INSURED POLICY NUMBER PRODUCER EFFECTIVE DATE

It is agreed that such insurance as is afforded by the policy applies subject to the following provisions:

- 1. The policy period stated in the declarations is comprised of three consecutive annual periods.
- 2. Computation and adjustment of earned premium shall be made at the end of each annual period,
- 3. If the premium for the three year period is not paid in advance, the premiums for each annual period of this policy shall be computed in accordance with the Company's rules, rates, rating plans, premiums and minimum premiums in effect on the inception date of each annual period.

ONE OF THE
FIREMAN'S FUND INSURANCE COMPANIES
AS NAMED IN THE POLICY

PRESIDENT 10-X

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| PHRASE WITH SPECIAL MEANING In addition to the WORDS AND PHRA special meaning in this endorsement; "Leased auto" means an auto leased substitute or replacement, for which the lessor. For a covered auto which is a leased named in this endorsement. However, lng from the acts or omissions of: You; Any of your employees or agents; Any person, except the lessor or armission of any of the above. If we cancel the policy, we will mall no ING THE POLICY PERIOD. Cancellation ends this agreement. | to you under ne leasing agreement with the leason is an army employee or tice to the leas | a leasing agreement sement requires you to NSURED is changed a leasured only for bodingent of the lessor, or in accordance with | of one year or mo provide primary to include as an ly injury or proper perating a leased | ore, including an Insurance for the insured line lesson the insured line lesson ty damage result auto with the per | |
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| AMERICAN AUTOMOBILE INSURANCE CO | MIFANI | - | | | |



AGREEMENT TO DELETE PROTECTION AGAINST UNINSURED MOTORISTS INSURANCE (CALIFORNIA)

Section 11580.2(a) of the California Insurance Code requires as insurer to provide uninsured motorists coverage in each bodily injury liability insurance policy it issues covering liability arising out of the ownership, maintenance, or use of a motor vehicle. Such section also permits the insurer and the applicant to delete such coverage completely or with respect to one or more natural persons designated by name when operating a motor vehicle. Uninsured motorists coverage insures the insured, his heirs, or legal representatives for all sums within the financial responsibility limits which such person or persons are legally entitled to recover as damages for bodily injury, including any resulting sickness, disease, or death, to him from the owner or operator of an uninsured motor vehicle nat awned or operated by the insured.

Pursuant to the authority of said Section 11580.2(a) of the California Insurance Code, both the name

300414-3-73

YOUR BUSINESS AUTO POLICY INDEX

| DECLARATIONS—Schedule of Coverages and Covered Autos | |
|---|---------------------|
| PART I " WORDS AND PHRASES WITH SPECIAL MEANING | Beginning on Page 1 |
| PART II: WHICH AUTOS ARE COVERED AUTOS | Beginning on Page 2 |
| PART JII" WHERE AND WHEN THIS POLICY COVERS | Beginning on Page 2 |
| PART IV LIABILITY INSURANCE | Beginning on Page 2 |
| A. We Will Pay B. We Will Also Pay C. We Will Not Cover — Exclusions D. Who Is Insured E. Our Limit of Liability F. Out of State Extensions of Coverage | |
| PART V AUTO MEDICAL PAYMENTS INSURANCE | Beginning on Page 4 |
| A. Words and Phrases With Special Menning B. We Will Pay C. We Will Not Cover—Exclusions D. Who is insured | |
| E. Our Limit of Liability F. Changes in Conditions | |
| PART VI UNINSURED MOTORISTS INSURANCE A. Words and Phrases With Special Meaning B. We Will Pay C. We Will Not Cover—Exclusions D. Who Is Insured E. Our Limit of Liability F. Changes in Conditions | Beginning on Page 4 |
| PART VII PHYSICAL DAMAGE INSURANCE A. We Will Pay B. We Will Also Pay C. We Will Not Cover—Exclusions D. How We Will Pay—The Most We Will Pay E. Glass Breakage | Beginning on Page 5 |
| PART VIII CONDITIONS | Beginning on Page 6 |
| A. Your Duties After Accident or Loss B. Other Insurance C. Our Right to Recover From Others D. Cancelling This Policy During The Policy Period E. Legal Action Against Us F. Inspection G. Changes H. Transfer of Your Interest I. No Benefit to Bailee J. Bankruptcy K. Appraisal For Physical Dumage Losses L. Estimated Annual Premium | |
| M. Punitive or Exemplary Damage Exclusion | |
| NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT | Beginning on Page 8 |
| ENDORSEMENTS | Beginning on Page 9 |
| NOTE: Your coverage may be further modified by the attachment of Supplementary State | Endorsements. |

NOTE: Your coverage may be further modified by the attachment of Supplementary State Endorsements.

IMPORTANT: This Index is not part of the Business Auto Policy and does not provide coverage. Refer to the

Business Auto Policy for the actual contractual provisions.

PLEASE READ THE BUSINESS AUTO POLICY CAREFULLY

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DECLARATIONS

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| | | | 4. AMENDMENT OF PART IV-LIABILITY INSURANCE—CALIFORNIA | |
| | | | (BARAGE POLICY) 5. CALIFORNIA PUBLIC SCHOOLS AND COMMUNITY COLLEGE ENDORSEMENT | |

LIABILTY/AUTOMOBILE POLICY



FIREMAN'S FUND INSURANCE COMPANIES

San Francisco, California

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COMPREHENSIVE GENERAL LIABIL " "VSURANCE

SCHEDULE

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105040-1-73

I. GOVERAGE A—BODILY INJURY LIABILITY
COVERAGE B—PROPERTY DAMAGE LIABILITY

The Company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of Coverage A. bodily injury or

Coverage B, property damage
to which this insurance applies, caused by an occurrence, and the Company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and seitlement of any claim or suit as it deems expedient, but the Company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the Company's liability has been exhausted by payment of judgments or settlements.

Exclusions
This insurance does not apply:

(a) to liability assumed by the insured under any contract or agreement except an incidental contract but this exclusion does not apply to a warranty of litness or quality of the named insured's products or a warranty that work performed by or on behalf of the named insured will be done in a workmankike manner:

(b) to bedily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of (1) any automobile or aircraft owned or operated by or rented or loaned to any insured, or (2) any other automobile or aircraft operated by any person in the course of his employment by any insured; but this exclusion does not apply to the parking of an automobile on premises owned by, rented to or controlled by the named insured or the ways immediately adjoining, it such automobile is not owned by or rented or loaned to any insured:

(c) to bodily injury or property damage arising out of (1) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity or (2) the operation or use of any snowmobile or trailer designed for use

therewith;
(d) to bodily injury or property damage arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to any insured;
(e) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of (1) any watercraft owned or operated by or rented or loaned to any insured, or (2) any other watercraft operated by any person in the course of his employment by any insured; but this exclusion does not apply to watercraft while ashore on promises owned by, rented to or controlled by the named insured; (1) to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, tumes, acide, alkalis, toxic chemicals, liquids or gases, waste materials or other tritants, contaminants or pollutants into or upon land, the almosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental:

accidental;
(g) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to (1) liability assumed by the insured under an incidental contract, or (2) expenses for first aid under the Supplementary Payments provision;
(h) to bodily injury or property damage for which the insured or his indemnites may be held liable
(1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or
(2) if not so engaged, as an owner or lessor of premises used for such purposes,
(if such liability is imposed
(i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, or
(ii) by rocson of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person;
but part (ii) of this exclusion does not apply with respect to liability of the insured or his indomnitee as an owner or lessor described in (2) above;
(i) to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unem-

in (2) above;
(i) to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
(j) to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured or to any obligation of the insured to indemnify another because of damages arising out of such injury; but this exclusion does not apply to liability assumed by the insured under an incidental contract:
(k) to property damage to (1) property owned or occupied by or rented to the insured, (2) property used by the insured, or (3) property in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control; but parts (2) and (3) of this exclusion do not apply with respect to liability under a writton sidelrack agreement and part (3) of this exclusion does not apply with respect to property damage (other than to elevators) arising out of the use of an elevator of premises owned by, rented to or controlled by the named insured;
(b) to property damage to premises alienated by the named insured arising out of such premises or any part thereof;

owned by, rented to or controlled by the named insured; the named insured arising out of such premises or any part thereof;

(ii) to loss of use of tangible property which has not been physically injured or destroyed resulting from (1) a delay in or lack of performance by or on behalf of the named insured of any contract or agreement, or (2) the failure of the named insured's products or work performed by or on behalf of the named insured to most the level of performance, quality, litness or durability warranted or represented by the named insured; but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the named insured's products or work performed by or on behalf of the named insured after such products or work have been put to use by any person or organization other than an insured.

(a) to property damage to the named insured's products arising out of such products or any part of such products.

(b) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment turnished in connection therewith;

(p) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the named insured's products or work completed by or for the named insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein.

If PERSONS INSURED

II. PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below:

(a) if the named insured is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the named insured with respect to the conduct of such a business; (b) if the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;

(c) if the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;

(d) any person (other than an employee of the named insured) or organization while acting as real estate manager for the named insured: and

(c) with respect to the operation, for the purpose of locomolion upon a public highway, of mobile equipment registered under any motor vehicle registration law, (i) an employee of the named insured while operating any such equipment in the course of his employment, and (ii) any other person while operating with the permission of the named insured any such equipment registered in the name of the named insured and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurence available, either on a primary or excess basis, to such person or organization; provided that no person or organization shall be an insured under this paragraph (e) with respect to: (1) bodily injury to any follow employee of such person injured in the course of his employment, or (2) properly damage to properly owned by, rented to, in charge of or occupied by the named insured or the employer of any person described in subgrangraph (ii).

This insurance does not apply to bodily injury or property damage arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

III. LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bedily injury or property damage, or (3) claims made or suits brought on account of bedily injury or property damage, the Company's liability is limited as follows:

Coverage A.—The total liability of the Company for all damages, including damages for care and loss of services, because of bedily injury sustained by one or more persons as the result of any one eccurrence shall not exceed the limit of bedily injury liability stated in the schedule as applicable to "each occurrence."

in the schedule as applicable to "each occurrence", the total liability of the Company for all damages because of (1) all bodily injury included within the completed operations hazard and (2) all bodily injury included within the completed operations hazard and (2) all bodily injury included within the products hazard shall not exceed the limit of bodily injury liability stated in the schedule as "aggregate".

Coverage B—The total liability of the Company for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in the schedule as applicable to "each exceeding the company for all damages because of all property damage liability stated in the schedule as applicable to "each exceeding the company for all damages because of all property damage liability stated in the schedule as applicable to "each exceeding the company for all damages because of all property damage liability stated in the schedule as applicable to the company for all damages because of all property damage liability stated in the schedule as applicable to the company for all damages because of all property damage liability stated in the schedule as applicable to the company for all damages because of all property damage sustained by one or more persons or organizations.

cable to "each occurrence",

Subject to the above provision respecting "each occurrence", the total liability of the Company for all damages because of all property damage to which this coverage applies and described in any of the numbered subpragraphs below shall not exceed the limit of property damage to which this coverage applies and described in any of the numbered subpragraphs below shall not exceed the limit of property damage to which this coverage applies and described in any of the numbered subpragraphs below shall not exceed the limit of property damage included in the subparagraph of a remuneration basis or contractor's equipment rated on a receipts basis, including property damage for which liability is assumed under any incidental contract relating to such premises or operations, but excluding property damage included in subparagraph (2) below; incidental contract relating to such operations, but this subparagraph (2) does not include property damage arising out of maintenance or repairs at premises owned by or rented to the named insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures; (3) all property damage included within the products hazard and all property damage included within the completed operations hazard.

Such aggregate limit shall apply separately to the property damage described in subparagraphs (1), (2) and (3) above, and under subparagraphs (1) and (2), separately with respect to each project away from premises owned by or rented to the named insured. Coverages A and B.—For the purpose of determining the limit of the Company's liability, all bodily injury and property damage arising out of one occurrence.

W. POLICY TERRITORY cable to "each occurrence".

IV. POLICY TERRITORY

This insurance applies only to bodily injury or properly damage which occurs within the policy territory.

This inaurance applies only to be dily injury or property damage which occurs within the policy territory.

When used as a premium basis;

"admissions" means the total number of persons, other than employees of the named insured, admitted to the event insured or to events conducted on the premises whether on paid admission tickets, complimentary lickets or passes;

"oos!" means the total cost to the named insured with respect to operations performed for the named insured during the policy period by independent contractors of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or subcontractor, including all lees, allowances, bonuses or commissions made, paid or due;

"receipts" means the gross amount of money charged by the named insured for such operations by the named insured or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the named insured collects as a separate item and remits directly to a governmental division. "remuneration" means the entire remuneration earned during the policy period by proprietors and by all employees of the named insured, other than chaulleurs (except operators of mobile equipment) and circraft pilots and co-pilots, subject to any overlime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the Company;

"sales" means the gross amount of money charged by the named insured or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair, and includes taxes, other than laxes which the named insured and such others collect as a separate item and remit directly to a governmental division.

PAGE 3 OF 3

THE COMPANY DESIGNATED ON THE DECLARATIONS PAGE

(Mailing Address: P.O. Box 3395, San Francisco, California 94119)

In consideration of the payment of the premium, in reliance upon the statements in the doctarations made a part hereof and subject to all of the terms of this policy, agrees with the named insured as follows:

DEFINITIONS

When used in this policy (including endorsements forming a part hereof):

"automobile" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached (hereto), but does not include mobile equipments

"bodily injury" means bodily injury, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting therefrom;

"completed operations hazard" includes bodily injury and property damage arising out of operations or rellance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the named insured. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- (1) when all operations to be performed by or on behall of the named insured under the contract have been completed,
- (2) when all operations to be performed by or on behalf of the named insured at the site of the operations have been completed, or (3) when the portion of the work out of which the injury or damage

(3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in parlaming operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement bocause of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The completed operations hazard does not include bodily injury or property damage arising out of

- (a) operations in connection with the transportation of property, unless the bodily injury or property damage arises out of a condition in or on α vehicle created by the loading or unloading thereal,
- (b) the existence of tools, uninstalled equipment or abandoned or unused materials, or
- (c) operations for which the classification stated in the policy or in the Company's manual specifies "including completed operations";

"elevator" means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof including any car, platform, shaft, hoistway, stalrway, runway, power equipment and machinery; but does not include an automobile servicing hoist, or a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hod or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property and having a compartment height not exceeding four feet.

"incidental contract" moons any written (1) lease of premises, (2) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (3) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (4) sidefrack agreement, or (5) elevator maintenance agreement;

"insured" means any person or organization qualifying as an insured in the "Persons Insured" provision of the applicable insurance coverage. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the Company's liability:

respect to the limits of the Company's liability:
"mobile equipment" means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propolled, (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on promises owned by or ronted to the named insured, including the ways immediately adjoining, or (3) designed for use principally all public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power aranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollors and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding and building equipment; and geophysical exploration and well servicing equipment;

"named insured" means the person or organization named in Hem 1. of the declarations of this policy:

"named insured's products" means goods or products manufactured, sold, handled or distributed by the named insured or by others trading under his name, including any container thereof (other than a vehicle), but "named insured's products" shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold;

"occurrence" means an accident, including continuous or repeated exposure to conditions, which results in **bodily injury** or **property** damage neither expected nor intended from the standpoint of the insured:

"policy lerritory" means:

- (1) the United States of America, its letritories or possessions, or Canada, or
- (2) international waters or air space, provided the bodily injury or property damage does not occur in the course of travel or transportation to or from any other country, state or nation, or
- (3) anywhere in the world with respect to damages because of bodily injury or property damage arising out of a product which was sold for use or consumption within the territory described in paragraph (1) above, provided the original suit for such damages is brought within such territory;

"products hazard" includes bodily injury and property damage arising out of the named insured's products or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs away from premises owned by or rented to the named insured and after physical possession of such products has been relinquished to others:

"property damage" means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period;

SUPPLEMENTARY PAYMENTS

The Company will pay, in addition to the applicable limit of liability; (a) all expenses incurred by the Company, all costs taxed against the insured in any suit defended by the Company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the Company has paid at tendered or deposited in court that part of the judgment which does not exceed the limit of the Company's liability theroon;

(b) premiums on appeal bonds required in any such suit, premiums on bonds to ralease attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the insured because of accident

or traffic law violation arising out of the use of any vehicle to which this policy applies, not to exceed \$250 per bail bond, but the Company shall have no abligation to apply for or furnish any such bonds;

(c) expenses incurred by the insured for first aid to others at the time of an accident, for bodily injury to which this policy applies;

(d) reasonable expenses incurred by the insured at the Company's request in assisting the Company in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed \$25 per day.

Page 1 of 3

CONDITIONS

1. Promium: All premiums for this policy shall be computed in accordance with the Company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein. Premium designated in this policy as "advance premium" is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each period (or part thereof terminaling with the end of the policy period) designated in the declarations as the audit period the earned premium shall be computed for such period and, upon notice thereof to the named insured, shall become due and payable. If the total earned premium for the policy period is less than the premium previously paid, the Company shall return to the named insured the uncarned portion paid by the named insured.

The named insured shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the Company at the end of the policy period and at such times during the policy period as the Company may direct.

- 2. Inspection and Audit: The Company shall be permitted but not obligated to inspect the named insured's property and operations at any time. Neither the Company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the named insured or others, to determine or warrant that such property or operations are sale or healthful, or are in compliance with any law, rule or regulation.
- The Company may examine and audit the named insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.
- 3. Financial Responsibility Laws: When this policy is certified as proof of linancial responsibility for the future under the provisions of any motor vehicle financial responsibility law, such insurance as is afforded by this policy for bodily injury liability or for proporty damage liability shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law. The insured agrees to reimburse the Company for any payment made by the Company which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.
- 4. Insured's Duties in the Event of Occurrence, Claim or Suit;
- (a) In the ovent of an occurrence, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to the Company or any of its authorized agents as soon as practicable.
- (b) If claim is made or sult is brought against the Insured, the insured shall immediately forward to the Company every domand, notice, summons or other process received by him or his representative.
- (c) The insured shall cooperate with the Company and, upon the Company's request, assist in making settlements, in the conduct of suits and in antorcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of injury or damage with respect to which insurance is afforded under this policy; and the insured shall attend hearings

and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

5. Action Against Company: No action shall le against the Company unless, as a condition procedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the Company.

Any person or organization or the legal representative thereof who has sacured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the Company as a party to any action against the insured to determine the insured's liability, nor shall the Company be impleaded by the insured or his legal representative. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the Company of any of its obligations hereunder.

6. Other Insurance: The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the obsence of other insurance. When this insurance is primary and the insured has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the Company's liability under this policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the Company shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

- (a) Contribution by Equal Shares. It all of such other valid and collectible insurance provides for contribution by equal shares, the Company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is poid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.
- (b) Contribution by Limits. If any of such other insurance does not provide for contribution by equal shares, the Company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.
- 7. Subrogation: In the event of any payment under this policy, the Company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

Page 2 of 3

8. Changes: Notice to any agent or knowledge possessed by any on changes, more to any agent or knowledge possessed by any agent or by any other person shall not affect a waiver or a change in any part of this policy or estop the Company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.

or inis policy.

9. Assignment: Assignment of interest under this policy shall not bind the Company until its consent is endorsed hereon; if, however, the named insured shall die, such insurance as is afforded by this policy shall apply (1) to the named insured's legal representative as the named insured, but only while acting within the scope of his duties as such, and (2) with respect to the property of the named insured, but only until the appointment and qualification of the local representative.

10. Three Year Policy: If this policy is Issued for a period of three years any limit of the Company's liability stated in this policy as "aggregate" shall apply separately to each consecutive annual period thereas.

11. Cancellation: This policy may be cancelled by the named insured by surrender thereof to the Company or any of its authorized agents or by mailing to the Company written notice staling when

thereafter the cancellation shall be effective. This policy may be cancelled by the Company by mailing to the named insured at the address shown in this policy, written notice stating when not less than len days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the Company shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Company cancels, earned premium shall be computed protate. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of uncarned premium is not a condition of cancellation.

12. Declarations: By acceptance of this policy, the named insured agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the Company or any of its agents relating to this insurance.

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its President and Secretary, but the same shall not be binding upon the Company unless countersigned by an authorized agont of the Company.

In Genedict

Myrn Der Bain
PRESIDENT

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
(BROAD FORM)

This endorsement modifies the provisions of the policy relating to ALL AUTOMOBILE LIABILITY, GENERAL LIABILITY AND MEDICAL PAYMENTS INSURANCE OTHER THAN FAMILY AUTOMOBILE, SPECIAL PACKAGE AUTOMOBILE, COMPREHENSIVE PERSONAL AND FARMER'S COMPREHENSIVE PERSONAL INSURANCE.

It is agroed that:

I. This policy does not apply:

L. Under any Liability Coverage, to bodily injury or property damage

(1) with respect to which an insured under this policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atonic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) resulting from the hazardous proporties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agreement operation.

8. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred.

B. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear lacility by any person or organization.

C. Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if (1) the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom: (2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed

(2) the hacted internal is common in specifically also be waste at any time possessed, detailed, deed proceed in several of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to properly damage to such nuclear facility and any properly thereat,

II. As used in this endorsement:

"hazardous properties" include radioactive, loxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material:

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuol alament or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor. "waste" means any waste material (a) containing by-product material other than the tailings or wastes produced by the extraction or concentration of uranium or therium from any ore processed primarily for its source material content, and (b) resulting from the operation by any person or organization of any nuclear facility included under the first two paragraphs of the definition of nuclear facility:

"nuclear facility" means (a) any nuclear reactor,

(b) any equipment or device designed or used for (1) separating the isotopes of urantum or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,

rue, or (3) nanating, processing or packaging waste.

(c) any equipment or device used for the processing, labricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235.

(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste, and includes the site on which any of the largeling is located, all operations conducted on such site and all premises used for such

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of lissionable material;

"property damage" includes all forms of radioactive contamination of property.

5900-1-73 (REV. 9-80)

Page 3 of 3

This endorsement modifies suc surface as is afforded by the provisions of the Sicy relating to the following:

COMPREHENSIVE GENERAL LIAB. Y INSURANCE — MANUFACTURERS' AND CO. AACTORS' LIABILITY INSURANCE

CONTRACTUAL LIABILITY INSURANCE

EXCLUSION

(Explosion Hazard, Collapse Hazard, Underground Property Damage Hazard) (GL 21 08)

It is agreed that the policy does not apply to property damage included within:

- (1) the explosion hazard in connection with operations identified in the policy or in the schedule of this endorsement by a classification code which includes the symbol "x".
- (2) the collapse hazard in connection with operations identified in the policy or in the schedule of this endorsement by a classification code which includes the symbol "c",
- (3) the underground property damage hazard in connection with operations identified in the policy or in the schedule of this endorsement by a classification code which includes the symbol "u".

ADDITIONAL DEFINITIONS When used in reference to this insurance:

"explosion hazard" includes property damage arising out of blasting or explosion. The explosion hazard does not include property damage (1) arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmilling equipment, or (2) arising out of operations performed for the named insured by independent contractors, or (3) included within the completed operations hazard or the underground property dat, tige hazard, or (4) for which liability is assumed by the insured under an incidental contract:

"collapse haxard" includes "structural property damage" as defined herein and property damage to any other property at any time resulting therefrom. "Structural property damage" means the collapse of or structural injury to any building or structure due to (1) grading of land, excavating, borrowing, filling, back-filling, tunnelling, pile driving, collectam work or caisson work or (2) moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof. The collapse haxard does not include property damage (1) arising out of operations performed for the named insured by independent contractors, or (2) included within the completed operations hazard or the underground property damage hazard, or (3) for which liability is assumed by the insured under an incidental contract:

"underground property damage haxard" includes underground property damage as defined herein and property damage to any other property at any time resulting therefrom. "Underground property damage" means property damage to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, borte-filling or pile driving. The underground property damage hazard does not include property damage (1) arising out of operations performed for the named insured by independent contractors, or (2) included within the completed operations hazard, or (3) for which liability is assumed by the insured under an incidental contract.

It is further agreed that:

- (1) Symbol "x" is deleted from classification code number(s): 313-28106
- (2) Symbol "c" is deleted from classification code number(s);
- (3) Symbol "u" is deleted from classification code number(s):

SCHEDULE

| | 20850x 26106x | Alcoholic Beverage Mig. Alcohol Mig. — not beverage. | 28106x 28106x | Chemicals Mig. — herbicides. Chemicals Mig. — household. |
|-----|------------------|---|------------------|--|
| | 19202sx | Ammunition Mlg. | 28106x | Chemicals Mig. — industrial. |
| | 19202sx | Ammunition Mtg including component parts for hand- guns, rifles and shotguns. | 28106x 28106x | Chemicals Mig. — pesticides. Chemicals Mig. |
| | 50221sx | Anhydrous Ammonia Distributing. | 14001x | Clay or Shale Digging - no canal, sewer or cellar |
| | 29111x | Asphalt or Tar Distilling or Relining. | | excavation or underground mining. |
| | 17885sxc | Building or Structure Raising, Moving or Underpinning —including incidental shoring, removal or rebuilding of walls, foundations, columns or piers. | 16235xcu | Collerdam Work—including pile driving, excavation, masonry or concrete work up to completion of substructure only. |
| | 17805xcu | Caisson Work - foundations for buildings - including | 16285xcu | Conduit Construction for Cables or Wires. |
| | | pile driving, excavation, masonry or concrete work up to completion of substructure only. | 73912xcu | Contractors' Equipment — cranes, derricks, power shov- els and equipment incidental thereto — rented to others |
| 1 | 16235xcu | Caisson Work — not foundations for buildings — includ- | | with operators including installation, repair or removal. |
| | | ing pile driving, excavation, masonry or concrete work up to completion of substructure only. | 17861cu | Contractors' Equipment — earth moving equipment other than crones, derricks and power shovels — rented to |
| - 2 | 28106x | Calcium Carbide Mlg. | - | others with operators including installation, repair or |
| 3 | 30792x | Cellophane and Cellophane Products Mig. | | removal. |
| 3 | 30792x | Celluloid and Celluloid Articles Mig. — excluding film. | 73916xu | Contractors' Equipment - steam boilers, compressors, |
| 2 | 29902x | Charcoal Mfg. — including distillation. | | air pressure tanks, pneumatic tools and equipment in- cidental thereto—rented to others with operators in- |
| 2 | 28705x | Chemicals Mfg agricultural. | | cluding installation, repair or removal. |
| | | | | |

(Continued on Reverse Side)

| POLICY NUMBER INSURED | | EFFECTIVE |
|---|-----------------------------|-----------|
| 2-49 LA 310 07 53 | | |
| ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES | PRODUCER | |
| AS NAMED IN THE POLICY | COUNTERSIGNATURE OF AUTHORI | ZED AGENT |

This endorsement modifies such insurance as is adjoined by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE—MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE

CONTRACTUAL LIABILITY INSURANCE

EXCLUSION

(Explosion Hazard, Collapse Hazard, Underground Property Damage Hazard) (GL 21 08)

It is agreed that the policy does not apply to property damage included within:

- (1) the explosion hazard in connection with operations identified in the policy or in the schedule of this endorsement by a classification code which includes the symbol "x",
- (2) the collapse hazard in connection with operations identified in the policy or in the schedule of this endorsement by a classification code which includes the symbol "c",
- (3) the underground property damage hazard in connection with operations identified in the policy or in the schedule of this endorsement by a classification code which includes the symbol "u".

ADDITIONAL DEFINITIONS When used in reference to this insurance:

"explosion hazard" includes property damage arising out of blasting or explosion. The explosion hazard does not include property damage (1) arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment, or (2) arising out of operations performed for the named insured by independent contractors, or (3) included within the completed operations hazard or the underground property damage hazard, or (4) for which liability is assumed by the insured under an incidental contract:

"collapse hazard" includes "structural property damage" as defined herein and property damage to any other property at any time resulting therefrom. "Structural property damage" means the collapse of or structural injury to any building or structure due to (1) grading of land, excavating, borrowing, filling, back-filling, tunnelling, pile driving, cofferdam work or caisson work or (2) moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof. The collapse hazard does not include property damage (1) arising out of operations performed for the named insured by independent contractors, or (2) included within the completed operations hazard or the underground property damage hazard, or (3) for which liability is ossumed by the insured under an incidental contract:

"underground property damage hazard" includes underground property damage as defined herein and property damage to any other property at any time resulting therefrom. "Underground property damage" means property damage to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, borrowing, filling, back-filling or pile driving. The underground property damage hazard does not include property damage (1) carising out of operations performed for the named insured by independent contractors, or (2) included within the completed operations hazard, or (3) for which liability is assumed by the insured under an incidental contract.

It is further agreed that:

- (1) Symbol "x" is deleted from classification code number(s):
- (2) Symbol "c" is deleted from classification code number(s):
- (3) Symbol "u" is deleted from classification code number(s):

SCHEDULE

| | SCHEDU | علما ا | | |
|----------|--|----------------------------|--|--|
| 20850x | Alcoholic Beverage Mfg. | 28106x | Chemicals Mfg herbicides. | |
| 28106x | Alcohol Mfg. — nat beverage. | 28106x | Chemicals Mig household. | |
| 19202sx | Ammunition Mlg. | 28106x | Chemicals Mlg. — industrial. | |
| 19202sx | Ammunition Mig. — including component parts for hand- | 28106x | Chemicals Mig. — pesticides. | |
| | guns, rilles and shotguns. | 28106x | Chemicals Mfg. | |
| 50221sx | Anhydrous Ammonia Distributing. | 14001x | Clay or Shale Digging — no canal, sewer or cellar | |
| 29111x | Asphalt or Tar Distilling or Refining. | | excavation or underground mining. | |
| | Building or Structure Raising, Moving or Underpinning—including incidental shoring, removal or rebuilding of walls, foundations, columns or piers. | 16235xcu | Cofferdam Work—including pile driving, excavation, masonry or concrete work up to completion of substructure only. | |
| 17805жец | Caisson Work — foundations for buildings — including | 16285xeu | Conduit Construction for Cables or Wires. | |
| | pile driving, excavation, masonry or concrete work up to completion of substructure only. | 7 3 912 x cu | Contractors' Equipment — cranes, derricks, power shovels and equipment incidental thereto—rented to others | |
| 16235xcu | Caisson Work — not foundations for buildings — includ- | | with operators including installation, repair or removal. | |
| | ing pile driving, excavation, masonry or concrete work up to completion of substructure only. | 17861cu | Contractors' Equipment — earth moving equipment other than cranes, derricks and power shovels — rented to | |
| 28106x | Colcium Carbide Mfg. | | others with operators including installation, repair or | |
| 30792x | Cellophane and Cellophane Products Mig. | | removal. | |
| 30792x | Celluloid and Celluloid Articles Mfg. — excluding film | 73916xu | Contractors' Equipment — steam boilers, compressors, | |
| 29902x | Charcoal Mig including distillation. | | air pressure tanks, pneumotic tools and equipment in- cidental thereto—rented to others with operators in- | |
| 28705x | Chemicals Mtg. — agricultural. | | cluding installation, repair or remaval. | |
| | (Continued on Re | vorda Sie | la) | |

(Continued on Reverse Side)

| POLICY NUMBER | INS | JRED | EFFECTIVE |
|------------------|-----------------------------|-----------------------|---------------|
| | | Spa | |
| FIREMAN'S FUND I | e of the NSURANCE COMPANIES | PRODUCE | R. |
| | Alu Bain | COUNTERSIGNATURE OF A | TORIZED AGENT |
| | PRESIDENT 10-X | | 7 6 |

(Continued from Obverse Side)

| | (Continued from | i Obverso S | iide) |
|---------------------|--|--------------------|---|
| 73911u | Contractors' Equipment—excluding automobiles—rented to others with operators—including installation, repair | 16365xcu | Oil or Gas Pipeline Construction—Including pile driving or diedging. |
| | or removal. | 29112x | Oil Relining — petroleum. |
| 20405x | Corn Products Mlg. | 28512x | Paint, Varnish, Shellac or Lacquer Mig. |
| 20901x | Cattonseed Oil Mig. — solvent extraction process. | 17805xcu | Pile Driving building foundations only. |
| 16232xcu | Dam or Reservoir Construction. | 16294сц | Pile Driving — including timber what building. |
| 20406x | Dextrine Mig. | 16296cu | Pile Driving — sonic method. |
| 29613x | Distillation or Extraction — not food or alcoholic beverages. | 16365xcu | Pipeline Construction—including pile driving or dredging. |
| 28105x | Dry Ice Mlg. | 49222sx | Pipelines — gas — operation — including maintenance. |
| 49115xcu | Electric Light or Power Companies. | 46100sxz | Pipelines — oil — operation — including maintenance. |
| 49116sxc | Electric Light or Power Cooperatives — Rural Electrifica- tion Administration Projects only. | 30792x | Plastic Materials and Non-Yulcanizable Elastomers Mig. |
| 16245xcu 16242xc | Electric Light or Power Line Construction — Rural Elec- | 17185u | Plumbing — domestic — including house connections, shop and retail stores or display rooms. |
| | trilication Administration Projects only. | 17185ս | Plumbing -gcs, steam, hot water or other pipe filling. |
| 15111xcu | Executation. | 14001x | Quarries - including operation of crushers. |
| 19202sx | Explosives Mfg.—including cartridge charging or loading, cap, primer or detanator. | 16215x | Railroad Construction — including laying, relaying or removal of tracks or maintenance of way by contractors. |
| 20403x | Feed Mlg preparation of cereal or compound leeds | 28218x | Resin Mig. — synthetic. |
| | for livestock. | 28218x | Rosin Mig. |
| 28106x | Fire Starters or Liquid Fuel Mlg. | 28220x | Rubber Mfg. — vulcanizable elastomers. |
| 20402x | Flour Milling. | 17805sxc | Salvage Operations - including incidental wrecking, |
| | Gas Companies — natural gas — local distribution — in- cluding outside salesmen, collectors and meter readers | 170003340 | shoring or other structural work, the handling of ma- chinery in damaged buildings, and salesmen or clerical |
| | - including completed operations except with re- | | at site of wrecking. |
| | spect to the installation, servicing or repair of appliances. | 14001x | Sand or Gravel Digging—no canal, sewer, cellar excayation or underground mining. |
| 49251sxcu | Gas Works—including outside salesmen, collectors, | 17181n | Septic Tank Systems cleaning. |
| | and meter readers—including completed operations except with respect to the installation, servicing or | 17181u | Septic Tank Systems installation, maintenance and repair. |
| 59851sx | repair of appliances. Gas Dealers — liquefied petroleum gas. | 16225xcu | Sewer Mains or Connections Construction — including tunneling of street crossings. |
| 59810x | Gas Dealers — retail. | 16235xcu | Shaft Sinking Including pile driving, excavation, con- |
| 49252 бусы | Gas Distributing — liquefied petroleum gas — local dis- | | crete work or lining. |
| | tribution by gas mains or piping from central tanks to ultimate consumers. | 32811x | Slate Splitting or Slate Rooling Mlg.—including quarrying. |
| 16225xcu | Gas Mains or Connections Construction—including tunnelling at street crossings. | 20402x 49610xcu | Starch Mig. Steam Heating or Power companies — not elicitic — in- |
| 28103x | Gas Mig. — industrial — in steel cylinders. | | cluding outside salesmen, collectors and meter readers. |
| 28103x | Gas Mig. — industrial — in tank cars. | 16225хсц | Steam Mains or Connections Construction—including |
| 28102x | Gas Mig.—oxygen, hydrogen or acetylene—in cylinders. | ***** | lunneling at street crossings. |
| 28102x | Gas Mlg.— oxygen, hydrogen or acetylene—in drums. | 32905x | Stone Crushing. |
| 28102x | Gas Mig.—oxygen, hydrogen or acetylene—in tank cars. | 16115xcu | Street or Road Construction or Reconstruction - clear- ing of right-of-way, excavation, filling or grading, bridge |
| 50851x | Gasoline Dealers — wholesale, | 16125xcu | or culvert building. Street or Road Paving or Repaving, Surfacing or Resur- |
| 13831x | Geophysical Exploration—seismic method—all employees. | | facing or Scraping. |
| 07313xcu | Grading of Land, | 16205xcu | Subway Construction. |
| 42211x | Grain Elevator Operations — including local managers. | 17802xcu | Swimming Pools — below ground — installation, servicing or repair. |
| 20402x | Grain Milling. | 49110u | Telephone or Telegraph Companies - including outside |
| 32905x | Gypsum Mig. | 401100 | salesmen, collectors, messengers and clerical. |
| 16255xu | Irrigation or Drainage System Construction - Including | 16245xcu | Telephone, Telegraph or Alarm Line Construction. |
| CTO LI | pile driving or dredging. | 16235xcu | Tunneling including lining. |
| | Landscape Gardening. | 17885sxc | Underpinning Buildings or Structures - including inci- |
| 33411x | Lime Mig. — including quarrying, Magnesium Metal Mig. | | dental shoring, removal or rebuilding of walls, founda- tions, columns or piers. |
| 14001x 12002x | Mining surface. Mining. | 16225xcu | Water Mains or Connections Construction—including tunneling at street crossings. |
| | Oil or Gas Wells — shooting. | 17185պ | Water Softening Equipment - servicing or Installation, |
| | Oil, Gasoline or Kerosene — refining. | 49411xcu | Waterworks-Including outside salesmen, collectors |
| 13121dexz | Oil Lease Operators or Gas Lease Operators—natural gas—within the limits of any town or city, on the | 17785x | and meter readers. Welding or Cutting. |
| | right-of-way of any railroad, or in any ocean, gulf or | 17822sxc | Wrecking Buildings or Structures — not marine — includ- |
| | bay. | | ing salesmen or clerical at site wrecking. |
| | Oil Lease Operators or Gas Lease Operators—natural gas. | 17811xc | Wrecking — dismantling of prelabricated dwellings not exceeding three stories in height for re-erection. |
| 20901x | Oil Mig. — vegetable — by solvent extraction process. |) | |
| | | | |

FORMS APPLICABLE

| INSURED | POLICY NUMBER | |
|----------|-----------------------|--|
| | 2-49 LA 310 07 53 | |
| PRODUCER | EFFECTIVE DATE | |

ENDORSEMENTS

5982(1/80

5985CA(10/81)

105160(5/73)

105161 (10/76)

180042(4/68)(2)

180017(4/74)

180001(1/65)(2)

105229(6/80)

101474(2/81)

ENDT. #1

ONE OF THE
FIREMAN'S FUND INSURANCE COMPANIES
AS NAMED IN THE POLICY

PRESIDENT 10-X

COUNTERSIGNATURE OF AUTHORIZED AGENT

TO STATE OF THE POLICY PRESIDENT 10-X

180001-1-65

This endorsement modifies such arrange as is afforded by the provisions of the provisions of the

COMPREHENSIVE GENERAL LIABILITY INS. ANCE COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE CONTRACTUAL LIABILITY INSURANCE

OWNERS' LANDLORDS' ... TENANTS' LIABILITY INSURANCE MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE INSURANCE

SINGLE LIMIT ENDORSEMENT

Such insurance as is allorded by the policy applies subject to the following provisions:

1. The limit of the Company's liability for damages, including damages for care and loss of services, under all bodily injury liability and property damage liability coverages, shall be a single limit of liability as stated herein:

| AGGREGATE |
|-------------|
| \$ 500,000. |
| |

- 2. All provisions in the policy captioned "Limits of Liability" containing reference to the Company's liability on account of bodily injury liability or property damage liability are deleted.
- 3. The following provision is added to the policy:

Limits of Liability

Regardless of the number of (1) Insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, (3) claims made or suits brought on account of bodily injury or property damage or (4) units of mobile equipment to which this policy applies, the Company's liability is limited as follows:

The total liability of the Company for all damages under all bedily injury liability and property damage liability coverages of this policy because of bedily injury or property damage sustained by ano or more persons or organizations as a result of any one occurrence shall not exceed the limit of liability shown above for "each occurrence."

Subject to the above provision respecting "each occurrence," the total liability of the Company for all damages arising out of the products hazard and completed operations hazard shall not exceed the limits of liability stated above as "aggregate."

Subject to the above provision respecting "each occurrence," the lotal liability of the Company for all damages because of all property damage to which the policy applies

- (i) arising out of premises or operations rated on a remuneration basis or contractors equipment rated on a receipts basis, including liability assumed under any incidental contract relating to such premises or operations; or
- (ii) arising out of and occurring in the course of operations, other than maintenance or repairs at premises owned by or rented to the named insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures, performed for the named insured by independent contractors and general supervision thereof by the named insured including liability assumed under any incidental contract relating to such operations; or
- (iii) included within the contractual liability property damage coverage
- shall not exceed the limit of liability stated above as "aggregate." Said aggregate limit of liability shall apply separately to (i), (ii) and under each separately to each project away from premises owned by or rented to the named insuced.
- 4. For the purpose of determining the limit of the Company's liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence,
- 5. With respect to any occurrence for which notice of this policy is given in lieu of security or when this policy is certified as proof of financial responsibility for the future under the provisions of the motor vehicle financial responsibility law of any state, province or other territorial jurisdictions the above stated limits of liability as respects each occurrence shall be applied to provide the separate limits of liability required by such law for bedily injury liability and property damage liability to the extent of the coverage required by such law, but the separate application of such limits shall not increase the total limit of the Company's liability.

| INSURED | |
|---------------------------|-------------------------------------|
| | |
| PRODUCER | |
| COUNTERSIGNATURE OF AUTHO | RIZED AGENT |
| | PRODUCER COUNTERSIGNATURE OF AUTHO |

FFIC0050622

GENERAL LIABILITY MULTI/COVER® ENDORSEMENT

Such insurance as is allorded by the policy for Comprehensive General Liability Insurance or Storekeeper's Liability Insurance is amended to include the following additions and extensions of coverage;

I, PERSONAL INJURY LIABILITY

1. The definition of "bodily injury" is amended to read;

"bodily injury" means (a) bodily injury, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting therefrom, and (b) personal injury committed in the conduct of the named insured's business.

2. When used in this policy, personal injury means:

Group A - lalse arrest, detention or imprisonment, or malicious prosecution;

Group B—the publication or utterance of a libel or stander or of other defamatory or disparaging material, or a publication or utterance in violation of an individual's right of privacy; except publications or utterances in the course of or related to advertising, broadcasting or telecasting activities conducted by or on behalf of the named insured:

Group C-wrongful entry or eviction, or other invasion of the right of private occupancy;

If such offense is committed during the policy period within the United States of America, its territories or possessions, or Canada.

- 3. Solely as respects the insurance applicable to personal injury, the exclusions of the policy are deloted and replaced by the following: This insurance does not apply:
- (a) to personal injury arising out of the willful violation of a penal statute or ordinance committed by or with the knowledge or consent of any insured;
- (b) to personal injury crising out of any publication or utterance described in Group B. If the injurious publication or utterance of the same or similar material by or on behalf of the named insured was made prior to the effective date of this insurance;

 (c) to personal injury arising out of a publication or utterance described in Group B concerning any organization or business enterprise, or its products or services, made by or at the direction of any insured with knowledge of the falsity thereof.
- 4. With respect to the insurance afforded for personal injury; (a) Section II PERSONS INSURED is amended to read;

If Persons Insured: Each of the following is an insured to the extent set forth below:

- (1) If the named insured is designated in the declarations as an individual, the person so designated and his spouse;
- (2) if the named insured is designated in the declarations as a partnership or joint venture, the purinership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (3) if the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such.

This insurance does not apply to personal injury arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

- (b) The word "damages" when used in reference to bodily injury shall include damages which are payable because of an offense described in Group A, B or C to which insurance as respects personal injury applies.
- 5. Limits of Liability: Regardless of the number of (1) insureds hereunder, (2) persons or organizations who sustain personal injury, or (3) claims made or suits brought on account of personal injury, the total limit of the Company's liability under this coverage for all damages shall not exceed the limit of liability stated in this endorsement as "aggregate."

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| PERSONAL INJURY E AGGREGATE LIMIT SH LIMIT OF LIABILITY | ALL BE THE PER OCCURRENCE BODILY INJURY | LIABILITY LIMIT UNLESS OTHERWIS | E INDICATED | HEREIN. |
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| | OF THE GENERAL LIABILITY BODILY IN MIUM AS OTHERWISE DETERMINED. | NJURY AND PROPERTY DAMAGE PRE- | s | \$ ^ |
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| POLICY NUMBER 2-49 LA 310 07 | | SURED | | EFFECTIVE |
| FIREMAN'S THE AME NATION | FUND INSURANCE COMPANY RICAN INSURANCE COMPANY NAL SURETY CORPORATION | PRODUCER | | |
| AMERICAN AU | Types Du Bain PRESIDENT 70.X | COUNTERSIGNATURE OF AUTHORIZED AGENT | | NT |

II. ADDITIONAL INSURED - EMPLOYEES

The "PERSONS INSURED" provision is amended to include any employee of the named insured white acting within the scope of his duties as such but the insurance afforded to such employee does not apply:

1. to hadily injury to (a) another employee of the named insured arising out of or in the course of his employment or (b) the named insured or, if the named insured is a partnership or joint venture, any partner or member thereof;

2. to properly damage to properly awned, occupied or used by, rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by (a) another employee of the named insured or (b) the named insured or, if the named insured is a partnership or joint venture, any partner or member thereof;

3. to Injury to which Incidental Malpractice Coverage, Section X of this endorsement, applies.

It is agreed that:

- I. The policy exclusions relating to the ownership, maintenance, operation or use and loading and unloading of automobiles, aircraft or watercraft, snowmobiles or traiters designed for use therewith, and relating to the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to any insured do not apply to incidental contracts as defined herein.
- 2. The definition of incidental contract is amended to read:

incidental contract means (a) any written (1) lease of premises, (2) sasement agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (3) undertaking to indemnify a municipality required by municipal ordinance except in connection with work for the municipality, (4) sidetrack agreement, or (5) elevator maintenance agreement, and (b) any other written contract or agreement relating to the conduct of the named insured's business.

- 3. Solely as respects subdivision (b) of incidental contract, this insurance does not apply:
- (a) to hadily injury or property damage for which the insured has assumed liability under any incidental contract, if such injury or damage occurred prior to the execution of the incidental contract:
- (b) If the insured is an architect, engineer or surveyor, to bodily injury or properly damage arising out of the rendering or failure to render professional services by such insured, including (1) the preparation or approval of maps, drawlings, opinions, reports, surveys, change orders, designs or specifications, and (2) supervisory, inspection or engineering services:
- county orders, designs or specifications, and (2) supervisory, inspection or engineering services;

 (c) If the indemnitee of the insured is an architect, engineer or surveyor, to the liability of the Indemnitee, his agents or employees arising out of (1) the preparation or approval or the failure to greater or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the indemnitee, his agents or employees, provided such giving or latiture to give is the primary cause of the bodily injury or property damages.

 (d) to any obligation for which the insured may be held liable in an action on a contract by a third party beneficiary for bodily injury or property damage arising out of a project for a public authority; but this exclusion does not apply to an action by the public authority or any other person or organization engaged in the project;
- (e) to any contract with a labor union;
- (1) to bodily injury or properly damage arising out of operations within lifty feet of any railroad property affecting any railroad bridge or treatle, track, road bed, tunnel, underpass or crossing;
- (g) if the named insured is a truckman, to any contract with any other truckman; or
- (h) to any contract wherein the indomnitee is engaged in the business or occupation of providing the following services: (1) medical, surgical, denical, x-ray or nursing service or frealment or the furnishing of food or beverages in connection therewith, or (2) the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.
- 4. The following additional condition applies:

Arbitration: The Company shall be entitled to exercise all of the insured's rights in the choice of arbitrators and in the conduct of any arbitration proceeding

5. The following additional definition applies:

suit includes an arbitration proceeding to which the insured is required to submit or to which the insured has submitted with the

IV. BROAD FORM PROPERTY DAMAGE (Including Completed Operations)

It is agreed that the insurance for property damage liability applies, subject to the following additional provisions:

- A. The exclusions relating to property damage to (1) property owned, occupied or used by or ronted to the insured or in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control and (2) work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith, are replaced by the following exclusions (y) and (z):
- (y) to properly damage
- (1) to properly owned or occupied by or rented to the insured, or except with respect to the use of elevators, to property held by the insured for sale or entrusted to the insured for sterage or safekeeping,
- (2) except with respect to liability under a written sidetrack agreement or the use of elevators to
- (a) properly while on premises owned by or rented to the insured for the purpose of having operations performed on such property by or on behalf of the insured.
- (b) tools or equipment while being used by the insured in performing his operations,
- (c) properly in the custody of the insured which is to be installed, created or used in construction by the insured.
- (d) that particular part of any property, not an premises owned by or rented to the Insured,
 (i) upon which operations are being performed by or on behalf of the Insured at the time of the property damage arising out of such operations, or
- (ii) out of which any property damage arises, or
 (iii) the restoration, repair or replacement of which has been made or is necessary by reason of faulty workmanship thereon by or on behalf of the insured;
- (z) with respect to the completed operations hazard, to properly damage to work performed by the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith.

 B. The insurance afforded hereby shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof) available to the insurance such as but not limited to Fire and Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage, and the "Other Insurance" Condition is amended accordingly.

V. FIRE AND/OR EXPLOSION LEGAL LIABILITY COVERAGE -- REAL PROPERTY

The Property Damage Liability Coverage applies to property damage to structures or portions thereof rented to or occupied by the named insured, including lixtures permanently attached thereto, if such property damage arises out of the and/or explosion, subject to the following additional provisions:

(Continued on Page Three)

PAGE TWO

(Continued from Page Two)

1. With respect to the insurance provided by these provisions, all of the exclusions of the policy, other than the Nuclear Energy Liability Exclusion (Broad Form), are deleted and replaced by the following:

(a) This insurance does not apply to liability assumed by the insurand under any contract or agreement.

(b) As respects coverage afforded by the explosion hazard, the insurance does not apply to loss by explosion of elean bollers, steam turbines or steam engines.

2. The following are not "explosions" within the intent or meaning of the explosion coverage:

(a) electric arcina.

(b) rupture or bursting of rotating or moving parts of machinery caused by centrifugal force or mechanical breakdown,

(c) water hammer,

(d) rupture or bursting of water pipes.

(e) rupture or bursting due to expansion or swelling of the contents of any buildings or structures, caused by or resulting from water,

(i) rupture, bursting or operation of pressure relief devices.

3. The limit of property damage liability in the declarations of the policy as applicable to "each occurrence" is, as respects this Fire and/or Explosion Legal Liability Coverage — Real Property, amended to read \$25,000 each occurrence.

4. The insurance allorded hereby shall be excess insurance over any valid and collectible properly insurance (including any deductible portion thereof) available to the insurance such as, but not limited to, Fire, Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage, and the Other Insurance Condition of the policy is amended accordingly.

VI. WATERCRAFT NON-OWNERSHIP (UNDER 33 FEET IN LENGTH)

It is agreed that the policy exclusion relating to the awnership, maintenance, operation, use, loading or unloading of watercraft shall not apply to any watercraft under 33 lost in length provided such watercraft is not owned by the named insured and is not being used to carry persons for a charge.

The insurance afforded hereby shall be excess insurance over any other valid and collectible insurance available to the insured,

VIL INSURED'S DUTIES IN THE EVENT OF OCCURRENCE, CLAIM OR SUIT

It is agreed that paragraphs (a) and (b) of Condition 4 are deleted and replaced by the following:

(a) In the event of an occurrence, written notice containing particulars sufficient to identify the insured, and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to the Company or any of its authorized agents as soon as practicable after knowledge of such occurrence is had by the named insured, if an individual; by a partner, if a partnership; or by an executive officer or insurance

manager, if a corporation.

(b) If a claim is made or suit is brought against the insured, every demand, notice, summons or other process received by the insured or his representative shall be immediately forwarded to the Company; however, this condition will not be considered breached unless failure to forward such demand, notice, summons or other process to the Company occurs after knowledge of such is had by the named insured. If an individual; by a partner, if a partnership; or by an executive officer or insurance manager, if a corporation.

VIII. WORLDWIDE PRODUCTS LIABILITY (Claims or Suits Brought Within the USA or Canada)

It is agreed that the definition of policy territory is amended to road as follows:

"policy territory" means:

(1) the United States of America, its territorios or possessions, or Canada, or

(2) International waters or air space, provided the bodily injury, personal injury or property damage does not occur in the course of travel or transportation to or from any other country, state or nation, or

(3) anywhere in the world with respect to damages because of bodily injury or property damage arising out of the named insured's products, but only as respects claims or sults brought within the United States of America, its territories or possessions, or Canada.

IX AUTOMATIC COVERAGE - NEWLY ACQUIRED ENTITIES (00 DAYS)

The word insured shall include any entity which is acquired or formed after the effective date of this endorsement by any named insured and over which such named insured maintains ownership or financial control, provided this insurance does not apply to bodily injury or proporty damage with respect to which such a new insured under this policy is also an insured under any other liability or indemnity policy or would be an insured under any such policy but for exhaustion of its limits of liability. The insurance affected hereby shall terminate 30 days from the date any such entity is acquired or formed by such named insured unless this policy is endorsed to include such new insured as a named insured effective as of the date of such acquisition or formallon.

It is agreed that such insurance as is allorded by the policy to the insured as respects injury asising out of the rendering or fathure to render professional services by any physician, dentist or nurse employed by the named insured applies subject to the following: (a) with respect to injury to any employee of the insured arising out of and in the course of his employment by the insured, coverage applies only to injury to the emotions or reputation of such employee; (b) with respect to injury to any person other than an employee described in (a) above, coverage applies to any injury austained by

XI. HOST LIQUOR LIABILITY

The exclusion contained in the policy with respect to the manufacturing, distributing, selling or serving alcoholic beverages does not apply to bodily injury or property damage arising out of serving or giving of alcoholic beverages by or on behalf of the named insured provided the named insured is not a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or is not an owner or lessor of premises used for such purposes.

XII. ADDITIONAL CONDITIONS

1. If Coverage Part — Garage Insurance or Coverage Part — Hairstylists' Liability Insurance is attached to this policy, the Limitation of Coverage Under Any Other Liability Insurance Part contained in those Coverage Parts does not apply with respect to coverages afforded by this endorsement.

PAGE THREE

AUTOMOBILE - GENERAL LIABILITY INSURANCE

THREE-YEAR ENDORSEMENT

- It is agreed that such insurance as is afforded by the policy applies subject to the following provisions:
- 1. The policy period stated in the declarations is comprised of three consecutive annual periods.
- 2. Computation and adjustment of earned premium shall be made at the end of each annual period.
- 3. If the premium for the three year period is not paid in advance, the premiums for each annual period of this policy shall be computed in accordance with the Company's rules, rates, rating plans, premiums and minimum premiums in effect on the inception date of each annual period.

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| | OF THE | PRODUCER | | | |
| AS NAMED | Ou Bain | COUNTERSIGNATURE OF AUTHORIZED AGENY | | | |
| · Myun | PRESIDENT 10-X | | | | |

180017-4-74



BUSINESS AUTO POLICY

| DECLARATIONS ITEM ONE. NAMED INSURED AND ADDRESS [NUMBER, SYREET, TOWN, COUNTY, STATE, ZIP] | | | | |
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| NUMBER 2-49 LA 310 07 53 | | | | |
| ANGELES CHEMICAL CD., INC., ETAL | | | | |
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| | | D'S ADDRESS STATED ABOVE | | |
| SURANCE IS PROVIDED ONLY LOR THOSE COVERAGES FOR WHICH AN ENTRY IS S MITS OF LIABILITY ARE STATED IN THE PLACE PROVIDED IN THESE DECLARATIONS. | HOWN BY "X" IN THE APP | LICABLE BOX AND FOR WHIC | | |
| TEM TWO. SCHEDULE OF COVERAGES AND COVI (SEE SUPPLEMENTARY STATE ENDORSEMENTS | ERED AUTOS WHERE APPLICABLE) | | | |
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| LIABILITY INSURANCE | LIMITS EACH PERSON EACH ACCIDENT | | | |
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| BODILY INJURY LIABILITY | \$,000 | \$,000 | | |
| PROPERTY DAMAGE LIABILITY | xxxxxxxxxx | s ,000 | | |
| X AUTO MEDICAL PAYMENTS INSURANCE | s 5,000. | xxxxxxxxxx | | |
| UNINSURED MOTORISTS INSURANCE | | *** | | |
| DESIGNATED STATES: CALIFORNIA | Ş | s 300,000. | | |
| | \$ | S | | |
| | \$ | \$ | | |
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| PERSONAL INJURY PROTECTION | 4 | | | |
| X AUTO MEDICAL PAYMENTS 3 | OWNED PRIVAT | TE PASSENGER AUTOS | | |
| N UNINSURED MOTORISTS INSURANCE 3 | OWNED PRIVATE PASSENGER AUTOS | | | |
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| SPECIFIED PERILS \$ 25. ** | | | | |
| x collision \$ 250. 2 | SONLY | | | |
| TOWING AND LABOR 1\$25, FOR EACH DISABLEMENT OF A PRIVATE PASSENGER AUTO) | | | | |
| * APPLIES TO ALL LOSS EXCEPT FIRE AND LIGHTNING. | | | | |
| ** APPLIES ONLY TO LOSS CAUSED BY MISCHIEF AND VANDALISM. | h Mi | | | |
| 'EM THREE. DESCRIPTION OF COVERED AUTOS (SEE PART I, PARAGRAPI THE POLICY IS ISSUED ON AN INSTALLMENT BASIS THE PREMIUM, INCLUDING IN | | TO BE ESTIMATED ANNUAL | | |
| AID AS FOLLOWS: | | PREM. INCLUDE | | |
| DUE DATE | | IN COMPOSITE | | |
| 11000111 | COUNTERSIGNATURE OF AL | THORIZED AGENY | | |
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ANGELES CHEMICAL CO., INC., ETAL 2-49 LA 310 07 53

ITEM FOUR. SCHEDULE OF AUTOS YOU OWN. LIMITS OF LIABILITY IN THE OCCLARATIONS APPLY TO COVERAGES INDICATED BY "X" UNLESS STATED AMOUNT IS SHOWN BELOW SPECIFIED PERILS TRADE NAME, MODEL, BODY TYPE, SIZE TYPE, ID NUMBER, GARAGE LOCATION ACV OR \$ PER SCHEDULE ON FILE WITH THE COMPANY LOSS PAYEES EXCEPT FOR TOWING ALL PHYSICAL DAMAGE LOSS IS PAYABLE TO YOU AND THE LOSS PAYEE NAMED BELOW AS INTERESTS MAY APPEAR AT THE TIME OF LOSS.

VEHICLES PER SCHEDULE ON FILE WITH THE COMPANY U.C.B, 8737 E. WASHINGTON BLVD., PICO RIVERA, CA 90660 BANK OF AMERICA, 1840 LONG BEACH BLVD., LONG BEACH, CA

PAGE TWO

5982-1-80

NAMED INSURED POLICY NUMBER ANGELES CHEMICAL CO., INC., ETAL 2-49 LA 310 07 53 ENDORSEMENTS -- ONLY THOSE ENDORSEMENTS APPLY FOR WHICH AN "X" IS ENTERED IN THE APPLICABLE BOX. I. DEDUCTIBLE PROPERTY DAMAGE LIABILITY INSURANCE (CA 03 01 01 78) (CA 03 02 01 78) \$ DEDUCTIBLE 2. LEASING OR RENTAL CONCERNS—CONVERSION, EMBEZZLEMENT OR SECRETION COVERAGE (CA 20 10 01 78) DESIGNATION OF COVERED AUTOS TO WHICH THE INSURANCE AFFORDED BY THIS ENDORSEMENT APPLIES: ALL COVERED AUTOS COVERED AUTOS DESCRIBED OR DESIGNATED BELOW: 4,4 3. PARTNERSHIP AS NAMED INSURED—NON-OWNERSHIP LIABILITY COVERAGE (CA 99 22 01 78) 4. WRONG DELIVERY OF LIQUID PRODUCTS (CA 23 05 07 78) 5. CITIZENS' BAND RADID COVERAGE (CA 99 08 01 78) DESCRIPTION OF COVERED AUTOS 6. DRIVE OTHER CAR COVERAGE-BROADENED COVERAGE FOR NAMED INDIVIDUALS ICA 99 10 01 781 THE INSURANCE AFFORDED BECAUSE OF THE NAMING BELOW OF ANY INDIVIDUAL IS ONLY WITH RESPECT TO SUCH OF THE FOLLOWING COVERAGES FOR WHICH AN "X" HAS BEEN PLACED IN THE APPROPRIATE BOX. COVERAGES LIABILITY AUTO MEDICAL PAYMENTS MOTORIST COMPREHENSIVE \$50 DED. COLLISION NAME OF INDIVIDUAL 7. HIRED AUTOS SPECIFIED AS COVERED AUTOS YOU OWN ICA 99 16 01 76) DESCRIPTION OF AUTO: 8. INDIVIDUAL NAMED INSURED (CA 99 17 01 78) X 9. LOSS PAYABLE CLAUSE (CA 99 19 01 78) 10, TAPES AND RECORDS COVERAGE (CA 99 30 01 78) 11, INDIVIDUAL NAMED INSURED -- ECONOMY PLUS AUTO COVERAGE 12, INDIVIDUAL NAMED INSURED-SUPERIOR AUTO COVERAGE 13. MEXICO ENDORSEMENT 14. LEASING OR RENTAL CONCERNS -- CONTINGENT COVERAGE 15. DRIVER EXCLUSION NAME OF INDIVIDUAL

PAGE THREE

ACCEPTED BY

| AMED INSURED | | POLICY NUMBER | | | |
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| UNINSURED MOTORISTS: | | | | | |
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GOMMERCIAL LINES



Business Auto Policy Garage Policy Truckers Policy

Supplementary State Endorsements California

DECLARATIONS

| | | ONLY THOSE E | NDORSEMENTS APPLY FOR WHICH AN "X" IS ENTERED IN THE APPLICABLE BOX. |
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| AUTO POLICY | POLICY | POLICY | |
| [X] | | | AMENDMENT OF PART IV—LIABILITY INSURANCE—CALIFORNIA IBUSINESS AUTO POLICY AND TRUCKERS POLICY! |
| X | | | CHANGES IN UNINSURED MOTORISTS INSURANCE (CA 21 02 08 80) |
| | | | CHANGES IN POLICY—CANCELLATION (PA 02 04 01 78) |
| | | | AMENDMENT OF PART IV-LIABILITY INSURANCE—CALIFORNIA |
| | | | (GARAGE POLICY) CALIFORNIA PUBLIC SCHOOLS AND COMMUNITY COLLEGE ENDORSEMENT |
| | | | EXCLUSION OF NAMED DRIVER—CALIFORNIA NAMED INDIVIDUAL(S): |
| | | | ACCEPTED BY |
| | | | LEASING OR RENTAL CONCERNS—CONTINGENT COVERAGE—CALIFORNIA (CA 20 26 06 81) |
| | | * | LIMIT OF LIABILITY \$ |
| | | | INDIVIDUAL NAMED INSURED—SUPERIOR AUTO COVERAGE |
| | | | , INDIVIDUAL NAMED INSURED—REGULAR AUTO COVERAGE |



COVERAGE IS PROVIDED IN THE COMPANY DESIGNATED ON THE DECLARATIONS PAGE (A Stock Insurance Company)

This is a self contained Policy forming a part of the Declarations attached hereto. The premium is included in the Declarations of this Policy.

In return for the payment of the premium and subject to all the terms of this policy and the coverages and endorsements which are a part of this policy by designation in the Declarations, we agree with you as follows:

PART I—WORDS AND PHRASES WITH SPECIAL MEANING—READ THEM CAREFULLY

The following words and phrases have special meaning throughout this policy and appear, other than in the Declarations, in boldface type when used.

- A. "You" and "your" mean the person or organization shown as the named insured in ITEM ONE of the Declarations.
- B. "We", "us" and "our" mean the company providing the insurance.
- C. "Accident" includes continuous or repeated exposure to the same conditions resulting in bodily injury or property damage the insured neither expected nor intended.
- D. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads but does not include mobile equipment.
- E. "Bodily injury" means bodily injury, sickness or disease including death resulting from any of these.
- F. "Insured" means any person or organization qualifying as an insured in the WHO IS INSURED section of the applicable insurance. Except with respect to our limit of liability, the insurance afforded applies separately to each insured who is seeking coverage or against whom a claim is made or suit is brought.
- G. "Loss" means direct and accidental damage or loss.
- H. "Mobile equipment" means any of the following type of land vehicles:
- 1. Specialized equipment such as: Bulldozers; Power shovels; Rollers, graders or scrapers; Farm machinery; Cranes; Street sweepers or other cleaners; Diggers; Forklifts; Pumps; Generators; Air Compressors; Drills; Other similar equipment.
- 2. Vehicles designed for use principally off poblic roads.

- 3. Vehicles maintained solely to provide mobility for such specialized equipment when permanently attached.
- Vehicles not required to be licensed.
- 5. Autos maintained for use solely on your premises or that part of roads or other accesses that adjoin your premises,
- I. "Property damage" means damage to or loss of use of tangible property.
- J. "Trailer" includes semitrailer.
- K. "Description of Covered Auto Designation Symbols" when shown in Item Two of the Declarations means;

SYMBOL

DESCRIPTION

- 1 = ANY AUTO.
- 2 = OWNED AUTOS ONLY,* Only those autos you own (and for liability coverage any trailers you don't own while attached to power units you own). This includes those autos whose ownership you acquire after the policy begins.
- 3 > OWNED PRIVATE PASSENGER AUTOS ONLY.* Only the private passenger autos you own. This includes those private passenger autos whose ownership you acquire after the policy begins,
- 4 = OWNED AUTOS OTHER THAN PRIVATE PASSENGER AUTOS.* Only those autos you own which are not of the private passenger type (and for liability coverage any trailers you don't own while attached to power units you own). This includes those autos, not of the private passenger type, whose ownership you acquire after the policy begins.

| (Continued on Reverse Side) | | | | | |
|---|-------|--|--|--|--|
| FIREMAN'S FUND INGURANCE COMPANIES AS NAMED IN THE POLICY SHAPE SEE STATES PRES | IDENT | | | | |
| PRES | DENT | | | | |

140404---1-80

Page One

SYMBOL

DESCRIPTION

- 5 = OWNED AUTOS SUBJECT TO NO-FAULT.*
 Only those autos you own which are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those autos whose ownership you acquire after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.
- 6 = OWNED AUTOS SUBJECT TO A COMPUL-SORY UNINSURED MOTORISTS LAW.* Only those autos you own which, because of the law in the state where they are licensed or principally garaged, are required to have and cannot reject uninsured motorists insurance. This includes those autos whose ownership you acquire after the policy begins provided they are subject to the same state uninsured motorists requirement.
- 7 = SPECIFICALLY DESCRIBED AUTOS. Only those autos described in ITEM FOUR (and for liability coverage any trailers you don't own

SYMBOL

DESCRIPTION

- while attached to any power unit described in ITEM FOUR).
- 8 = HIRED AUTOS ONLY, Only those autos you lease, hire, rent or borrow. This does not include any auto you lease, hire, rent, or borrow from any of your employees or members of their households.
- 9 = NONOWNED AUTOS ONLY. Only those autos you do not own, lease, hire or borrow which are used in connection with your business. This includes autos owned by your employees or members of their households but only while used in your business or your personal affairs.
- 10 = Any other AUTOS. Only those specifically described in the covered auto description in TTEM TWO of the Declarations.
- *Owned Autos include an auto leased to you under a leasing agreement of one year or more, including any substitute or replacement, for which the leasing agreement requires you to provide primary insurance for the lessor.

PART II-WHICH AUTOS ARE COVERED AUTOS

- A. ITEM TWO in the Declarations shows the symbols of the autos that are covered autos for each of your coverages. The numerical symbols explained in PARTLK, describe which autos are covered autos. The symbols entered next to a coverage designate the only autos that are covered autos.
- B. OWNED AUTOS YOU ACQUIRE AFTER THE POLICY BEGINS.
- 1. If symbols "1", "2", "3", "4", "5" or "6" are entered next to a coverage in ITEM TWO, then you already have coverage for autos of the type described until the policy ends.
- 2. But, if symbol "7" is entered next to a coverage in ITEM TWO, an auto you acquire will be a covered auto for that coverage only if:

- a. We already insure all autos that you own for that coverage or it replaces an auto you previously owned that had that coverage; and
- b. You tell us within 30 days after you acquire it that you want us to insure it for that coverage.

C. CERTAIN TRAILERS AND MOBILE EQUIPMENT.

- If the policy provides liability insurance, the following types of vehicles are covered autos for liability insurance:
- 1. Trailers with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
- Mobile equipment while being carried or towed by a covered auto.

PART III-WHERE AND WHEN THIS POLICY COVERS

We cover accidents or losses which occur during the policy period:

A. In the United States of America, its territories or possessions, Puerto Rico or Canada; or

B. While the covered auto is being transported between any of these places.

PART IV—LIABILITY INSURANCE

A. WE WILL PAY.

- 1. We will pay all sums the insured legally must pay as damages because of **bodily injury** or **property damage** to which this insurance applies, caused by an **accident** and resulting from the ownership, maintenance or use of a covered auto.
- We have the right and duty to defend any suit asking for these damages. However, we have no duty to defend suits

for bodily injury or property damage not covered by this policy. We may investigate and settle any claim or suit as we consider appropriate. Our payment of the LIABILITY INSURANCE limit ends our duty to defend or settle.

B. WE WILL ALSO PAY.

In addition to our limit of liability, we will pay for the insured:

140404---1-80

Page Two

- 1. Up to \$250 for cost of bail bonds (including bonds for related traffic law violations) required because of an accident we cover. We do not have to furnish these bonds.
- 2. Premiums on appeal bonds in any suit we defend.
- 3. Premiums on bonds to release attachments in a suit we defend but only for bonds up to our limit of liability.
- 4. All costs taxed to the insured in a suit we defend.
- 5. All interest accruing after the entry of the judgment in a suit we defend. Our duty to pay interest ends when we pay or tender our limit of liability.
- 6. Up to \$50 a day for loss of earnings (but not other income) because of attendance at hearings or trials at our request.
- 7. Other reasonable expenses incurred at our request.
- C. WE WILL NOT COVER—EXCLUSIONS.

This insurance does not apply to:

- 1. Liability assumed under any contract or agreement.
- Any obligation for which the insured or his or her insurer may be held liable under any workers' compensation or disability benefits law or under any similar law.
- 3. Any obligation of the insured to indemnify another for damages resulting from bodily injury to the insured's employee.
- 4. Bodily injury to any fellow employee of the insured arising out of and in the course of his or her employment.
- 5. Bodily injury to any employee of the insured arising out of and in the course of his or her employment by the insured. However, this exclusion does not apply to bodily injury to domestic employees not entitled to workers' compensation benefits.
- Property damage to property owned or transported by the insured or in the insured's care, custody or control.
- 7. Bodily injury or property damage resulting from the handling of property:
- a. Before it is moved from the place where it is accepted by the insured for movement into or onto the covered auto, or
- b. After it is moved from the covered auto to the place where it is finally delivered by the insured.
- 8. Bodily injury or property damage resulting from the movement of property by a mechanical device (other than a hand truck) not attached to the covered auto.
- 9. Bodily Injury or property damage caused by the dumping, discharge or escape of irritants, pollutants or contaminants. This exclusion does not apply if the discharge is sudden and accidental.
- D. WHO IS INSURED.
- 1. You are an insured for any covered auto.
- 2. While any covered auto is rented or leased to you and is being used by or for you, its owner or anyone else from whom you rent or lease it is an insured but only for that covered auto. However, that covered auto's owner or anyone else from whom it is rented or leased is not an insured for liability resulting from defects or faulty workmanship.

- 3. Anyone else is an insured while using with your permission a covered auto you own, hire or borrow except:
- a. The owner of a covered auto you hire or borrow from one of your employees or a member of his or her household.
- b. Someone using a covered auto while he or she is working in a business of selling, servicing, repairing or parking autos unless that business is yours.
- c. Anyone other than your employees, a lessee or borrower or any of their employees, while moving property to or from a covered auto.
- 4. Anyone is an insured for his or her liability because of acts or omissions of an insured described above. However, the owner of or anyone else from whom you hire or borrow a covered anto is an insured only if that auto is a trailer connected to a covered auto you own.

E. OUR LIMIT OF LIABILITY,

Regardless of the number of covered autos, insureds, claims made or vehicles involved in the accident, our limit of liability is as shown in the Declarations and as defined below:

1. Combined bodily injury liability and property damage liability.

The most we will pay for all damages resulting from any one accident is the LIABILITY INSURANCE limit shown in the Declarations.

2. Separate limits of liability for bodily injury liability and property damage liability.

The most we will pay for all damages resulting from bodily injury to any one person caused by any one accident is the limit of Bodily Injury Liability shown in the Deciarations for "each person".

Subject to the limit for "each person", the most we will pay for all damages resulting from bodily injury caused by any one accident is the limit of Bodily Injury Liability shown in the Declarations for "each accident".

The most we will pay for all damages resulting from property damage caused by any one accident is the limit of Property Damage Liability shown in the Declarations.

For the purpose of determining our limit of liability under 1, or 2, above, all bodily injury and property damage resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one accident.

F. OUT OF STATE EXTENSIONS OF COVERAGE.

- 1. While a covered auto is away from the state where it is licensed we will:
- a. Increase this policy's liability limits to meet those specified by a compulsory or financial responsibility law in the jurisdiction where the covered auto is being used.
- b. Provide the minimum amounts and types of other coverages, such as "No-Fault", required of out of state vehicles by the jurisdiction where the covered auto is being used.
- 2. We will not pay anyone more than once for the same elements of loss because of these extensions.

Page Three

140404---1-80

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PART V-AUTO MEDICAL PAYMENTS INSURANCE

A. WORDS AND PHRASES WITH SPECIAL MEANING.

In addition to the WORDS AND PHRASES WITH SPECIAL MEANING in the policy, the following words and phrases have special meaning for AUTO MEDICAL PAYMENTS INSURANCE:

- 1, "Family member" means a person related to you, by blood, marriage or adoption who is a resident of your household, including a ward or foster child.
- 2. "Occupying" means in, upon, getting in, on, out or off.

B. WE WILL PAY.

We will pay reasonable expenses incurred for necessary medical and funeral services to or for an Insured who sustains bodily injury caused by accident. We will pay only those expenses incurred within three years from the date of the accident.

C. WE WILL NOT COVER-EXCLUSIONS.

This insurance does not apply to:

- 1. Bodily injury sustained by an insured while occupying a vehicle located for use as a premises.
- Bodily injury sustained by you or any family member while occupying or struck by any vehicle (other than a covered auto) owned by you or furnished or available for your regular use.
- Bodily injury sustained by any family member while occupying or struck by any vehicle (other than a covered auto) owned by or furnished or available for the regular use of any family member.
- 4. Bodily injury to your employee arising out of and in the course of employment by you. However, we will cover

bodlly injury to your domestic employees if not entitled to workers' compensation benefits.

- 5. Bodily Injury to an insured while working in a business of selling, servicing, repairing or parking autos unless that business is yours.
- 6. Bodily injury caused by declared or undeclared war or insurrection or any of their consequences.
- 7. Badily injury to anyone using a vehicle without a reasonable belief that the person is entitled to do so.

D. WHO IS INSURED.

- 1. You or any family member while occupying or, while a pedestrian, when struck by any auto.
- 2. Anyone else occupying a covered auto or a temporary substitute for a covered auto. The covered auto must be out of service because of its breakdown, repair, servicing, loss or destruction.

E. OUR LIMIT OF LIABILITY.

Regardless of the number of covered autos, insureds, claims made or vehicles involved in the accident, the most we will pay for bodily injury for each insured injured in any one accident is the limit of AUTO MEDICAL PAYMENTS shown in the Declarations.

F. CHANGES IN CONDITIONS.

The CONDITIONS of the policy are changed for AUTO MEDICAL PAYMENTS INSURANCE as follows:

- I. OUR RIGHT TO RECOVER FROM OTHERS, does not apply.
- 2. The reference in OTHER INSURANCE to "other collectible insurance" applies only to other collectible auto medical payments insurance.

PART VI-UNINSURED MOTORISTS INSURANCE

A. WORDS AND PHRASES WITH SPECIAL MEANING.

In addition to the WORDS AND PHRASES WITH SPECIAL MEANING in the policy, the following words and phrases have special meaning for UNINSURED MOTORISTS INSURANCE:

- 1. "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.
- 2. "Occupying" means in, upon, getting in, on, out or off.
- "Uninsured motor vehicle" means a land motor vehicle or trailer:
- a. For which no liability bond or policy at the time of an accident provides at least the amounts required by the appplicable law where a covered auto is principally garaged, or
- b. For which the sum of all liability bonds or policies at the time of an accident provides at least the amounts 149404—1-80

required by the applicable law where a cuvered auto is principally garaged but their limits are less than the limit of this insurance, or

- c. For which an insuring or bonding company denies coverage or is or becomes insolvent, or
- d. Which is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must hit an insured, a covered auto or a vehicle an insured is occupying.

However, "uninsured motor vehicle" does not include any vehicle;

- a. Owned or operated by a self-lusurer under any applicable motor vehicle law.
- b. Owned by a governmental unit or agency.
- c. Designed for use mainly off public roads while not on public roads.

Page Four

B. WE WILL PAY.

- 1. We will pay all sums the insured is legally entitled to recover as damages from the owner or driver of an uninsured motor vehicle. The damages must result from bodily injury sustained by the insured caused by an accident. The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the uninsured motor vehicle.
- 2. If this insurance provides a limit in excess of the amounts required by the applicable law where a covered auto is principally garaged, we will pay only after all liability bonds or policies have been exhausted by judgments or payments.
- 3. Any judgment for damages arising out of a suit brought without our written consent is not binding on us.

C. WE WILL NOT COVER-EXCLUSIONS.

The insurance does not apply to:

- 1. Any claim settled without our consent.
- 2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
- 3. Bodily injury sustained by you or any family member while occupying or struck by any vehicle owned by you or any family member which is not a covered auto.
- 4. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.

D. WHO IS INSURED.

- 1. You or any family member.
- 2. Anyone else occupying a covered auto or a temporary substitute for a covered auto. The covered auto must be out of service because of its breakdown, repair, servicing, loss or destruction.
- Anyone for damages he is entitled to recover because of bodily injury sustained by another insured.

E. OUR LIMIT OF LIABILITY.

1. Regardless of the number of covered autos, Insureds, claims made or vehicles involved in the accident, our limit of liability is as follows:

The most we will pay for all damages resulting from bodily injury to any one person caused by any one accident is the limit shown in the Declarations for "each person".

Subject to the limit for "each person", the most we will pay for all damages resulting from bodily injury caused by any one accident is the limit shown in the Declarations for "each accident".

2. Any amount payable under this insurance shall be reduced by:

- a. All sums paid or payable under any workers' compensation, disability benefits or similar law, and
- b. All sams paid by or for anyone who is legally responsible, including all sums paid under the policy's LI-ABILITY INSURANCE.
- 3. Any amount paid under this insurance will reduce any amount an insured may be paid under the policy's LIABIL-ITY INSURANCE.

F. CHANGES IN CONDITIONS.

The CONDITIONS of the policy are changed for UNIN-SURED MOTORISTS INSURANCE as follows:

- 1. The reference in OTHER INSURANCE to "other collectible insurance" applies only to other collectible uninsured motorists insurance.
- 2. YOUR DUTIES AFTER ACCIDENT OR LOSS is changed by adding the following:
- a, Promptly notify the police if a hit-and-run driver is involved, and
- b. Promptly send us copies of the legal papers if a suit is brought.
- 3. OUR RIGHT TO RECOVER FROM OTHERS is changed by adding the following:

If we make any payment and the insured recovers from another party, the insured shall hold the proceeds in trust for us and pay us back the amount we have paid.

4. The following Condition is added:

ARBITRATION

- a. If we and an insured disagree whether the insured is legally entitled to recover damages from the owner or driver of an uninsured motor vehicle or do not agree as to the amount of damages, either party may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.
- b. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

PART VII—PHYSICAL DAMAGE INSURANCE

A. WE WILL PAY.

- I. We will pay for loss to a covered auto or its equipment under:
- a. Comprehensive Coverage. From any cause except the covered auto's collision with another object or its overturn.
- b. Specified Purils Coverage. Caused by:
- (1) Fire or explosion;

140404-1-80

(2) Theft:

- (3) Windstorm, hall or earthquake;
- (4) Flood:
- (5) Mischief or vandalism:
- (6) The sinking, burning, collision or detailment of any conveyance transporting the covered auto.
- c. Collision Coverage. Caused by the covered auto's collision with another object or its overturn.

(Continued on Reverse Side)

Page Five

2. Towing.

We will pay up to \$25 for towing and labor costs incurred each time a covered auto of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

B. WE WILL ALSO PAY.

We will also pay up to \$10 per day to a maximum of \$300 for transportation expense incurred by you because of the total theft of a covered auto of the private passenger type. We will pay only for those covered autos for which you carry either Comprehensive or Specified Perils Coverage. We will pay for transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered auto is returned to use or we pay for its loss.

C. WE WILL NOT COVER—EXCLUSIONS.

This insurance does not apply to:

- I. Wear and tear, freezing, mechanical or electrical breakdown unless caused by other loss covered by this policy.
- 2. Blowouts, punctures or other road damage to tires unless caused by other loss covered by this policy.
- 3. Loss caused by declared or undeclared war or insurrection or any of their consequences.
- 4. Loss caused by the explosion of a nuclear weapon or its consequences.
- 5. Loss caused by radioactive contamination.
- 6. Loss to tape decks or other sound reproducing equipment not permanently installed in a covered auto.
- 7. Loss to tapes, records or other sound reproducing devices designed for use with sound reproducing equipment.
- 8. Loss to any sound receiving equipment designed for use as a citizens' band radio, two-way mobile radio or

telephone or scanning monitor receiver, including its antennas and other accessories, unless permanently installed in the dash or console opening normally used by the auto manufacturer for the installation of a radio.

D. HOW WE WILL PAY FOR LOSSES—THE MOST WE WILL PAY.

- I. At our option we may:
- a. Pay for, repair or replace damaged or stolen property;
- b. For theft, return the stolen property, at our expense. We will pay for any damage that results to the auto from the theft.
- 2. The most we will pay for loss is the smaller of the following amounts:
- a. The amount shown in ITEM FOUR, Schedule of Autos You Own, in the Declarations.
- b. The actual cash value of the damaged or stolen property at the time of loss.
- c. The cost of repairing or replacing the damaged or stolen property with other of like kind or quality.
- For each covered auto, our obligation to pay for, repair. return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to loss caused by fire or

E. GLASS BREAKAGE—HITTING A BIRD OR ANI-MAL-FALLING OBJECTS OR MISSILES.

We will pay for glass breakage, loss caused by hitting a bird or animal or by falling objects or missiles under Comprehensive Coverage if you carry Compreheosive Coverage for the damaged covered auto. However, you have the option of having glass breakage caused by a covered auto's collision or overturn considered a loss under Collision Coverage.

PART VIII—CONDITIONS

The insurance provided by this policy is subject to the following conditions:

A. YOUR DUTIES AFTER ACCIDENT OR LOSS.

- 1. You must promptly notify us or our agent of any accident or loss. You must tell us how, when and where the accident or loss happened. You must assist in obtaining the names and addresses of any injured persons and witnesses.
- 2. Additionally, you and other involved insureds must:
- a. Cooperate with us in the investigation, settlement or defense of any claim or suit. No insured shall, except at his or her own cost, voluntarily make any payment, assume any obligation or incur any expense.
- b. Immediately send us copies of any notices or legal

140404---1-80

papers received in connection with the accident or loss.

c. Submit at our expense and as often as we require to physical examinations by physicians we select.

- d, Authorize us to obtain medical reports and other pertinent medical information.
- 3. Additionally, to recover for loss to a covered auto or its equipment you must do the following:
- a. Permit us to inspect and appraise the damaged property before its repair or disposition.
- b. Do what is reasonably necessary after loss at our expense to protect the covered auto from further loss.
- c. Submit a proof of loss when required by ns.
- d. Promptly notify the police if the covered auto or any of its equipment is stolen.

Page Stx

B. OTHER INSURANCE.

- 1. For any covered auto you own this policy provides primary insurance. For any covered auto you don't own, the insurance provided by this policy is excess over any other collectible insurance. However, while a covered auto which is a truiler is connected to another vehicle the liability coverage this policy provides for the trailer:
- a. Is excess while it is connected to a motor vehicle you don't own.
- b. Is primary while it is connected to a covered auto you own.
- 2. When two or more policies cover on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the limit of our policy bears to the total of the limits of all the policies covering on the same basis.

C. OUR RIGHT TO RECOVER FROM OTHERS.

If we make any payment, we are entitled to recover what we paid from other parties. Any person to or for whom we make payment must transfer to us his or her rights of recovery against any other party. This person must do everything necessary to secure these rights and must do nothing that would jeopardize them.

D. CANCELLING THIS POLICY DURING THE POLICY PERIOD.

- 1. You may cancel the policy by returning it to us or by giving us advance notice of the date cancellation is to take effect.
- 2. We may cancel the policy by mailing you at least 10 days notice at your last address known by us. We may deliver any notice instead of mailing it. Proof of mailing of any notice will be sufficient proof of notice.
- 3. The effective date of cancellation stated in the notice shall become the end of the policy period.
- 4. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund, However, making or offering to make the refund is not a condition of cancellation. If you cancel, the refund, if any, will be computed in accordance with the customary short rate procedure. If we cancel, the refund, if any, will be computed pro rata.

E, LEGAL ACTION AGAINST US.

No legal action may be brought against us until there has been full compliance with all the terms of this policy. In addition, under LIABILITY INSURANCE, no legal action may be brought against us until we agree in writing that the insured has an obligation to pay or until the amount of that obligation has been finally determined by judgment after trial. No person or organization has any right under this policy to bring us into any action to determine the liability of the insured.

F. INSPECTION.

At our option we may inspect your property and operations at any time. These inspections are for our benefit only. By our right to inspect or by our making any inspection we make no representation that your property or operations

are safe, not harmful to health or comply with any law, rule or regulation.

G. CHANGES.

This policy contains all the agreements between you and us. Its terms may not be changed or waived except by endorsement issued by us. If a change requires a premium adjustment, we will adjust the premium as of the effective date of change. If we revise this policy form to provide more coverage without additional premium charge your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

H. TRANSFER OF YOUR INTEREST IN THIS POLICY.

Your rights and duties under this policy may not be assigned without our written consent.

I. NO BENEFIT TO BAILEE—PHYSICAL DAMAGE INSURANCE ONLY.

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this policy.

J. BANKRUPTCY.

Bankruptcy or insolvency of the insured shall not relieve us of any obligations under this policy.

K. APPRAISAL FOR PHYSICAL DAMAGE LOSSES.

- 1. If you and we fail to agree as to the amount of loss either may demand an appraisal of the loss. In such event, you and we shall each select a competent appraiser, and the appraisers shall select a competent and disinterested umpire. The appraisers shall state separtately the actual cash value and the amount of loss, and, failing to agree, shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. You and we shall each pay the chosen appraiser and shall bear equally the other expenses of the appraisal and umpire.
- 2. We shall not be held to have waived any of our rights by any act relating to appraisal.

L. TWO OR MORE POLICIES ISSUED BY US.

If this policy and any other policy issued to you by us or any company affiliated with us apply to the same accident, the aggregate maximum limit of liability under all the policies shall not exceed the highest applicable limit of liability under any one policy. This condition does not apply to any policy issued by us or an affiliated company specifically to apply as excess insurance over this policy.

M. ESTIMATED ANNUAL PREMIUM

The estimated annual premium for this policy is based on the exposures you told us you would have when this policy began.

We will compute your final premium due when we determine your actual exposures. The estimated annual premium will be credited against the final premium due and you will be billed for the balance, if any, If the estimated annual premium exceeds the final premium due you will get

(Continued on Reverse Side)

Page Seven

a refund. To determine your final premium due we may examine your records at any time during the period of coverage and up to three years afterward. If this policy is issued for more than one year, the premium shall be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)

This endorsement modifies the provisions of this policy relating to all Medical Payments and Automobile Liability Insurance.

It is agreed that:

- 1. This policy does not apply:
- A. Under any Liability Coverage, to bodily injury or property damage
- (1) with respect to which an insured under this policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association. Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- B. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardons properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- C. Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if
- (1) the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom:
- (2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
- (3) the bodily injury or property damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereat.

II. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof:

"spent fuel" means any fnel element or fuel component solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material

- (a) containing by-product material other than the tailings nr wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content, and
- (b) resulting from the operation by any person or organization of any nuclear facility included under the first two paragraphs of the definition of nuclear facility;

"nuclear facility" means

(a) any nuclear reactor,(b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,

(c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grains of uranium 235,

(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable

"property damage" includes all forms of radioactive contamination of property.

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IN WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary, but it shall not be binding upon us unless it is countersigned on the Declarations page by one of our duly authorized agents.

Jubenedut SECRETARY

PRESIDENT

ENDORSEMENTS

The following endorsements shall apply only when specifically incorporated by reference through appropriate entry in the Declarations.

1. DEDUCTIBLE PROPERTY DAMAGE LIABILITY INSURANCE (CA 03 01 01 78) (CA 03 02 01 78)

PROPERTY DAMAGE LIABILITY INSURANCE DEDUCTIBLE:

A. The damage which would otherwise be payable under LIABILITY INSURANCE for property damage caused in any one accident will be reduced by the PROPERTY DAMAGE PER ACCIDENT DEDUCTIBLE stated in the Declarations prior to the application of the OUR LIMIT OF LIABILITY provision.

B. To settle any claim or suit we may pay all or any part of any deductible stated in the Declarations. If this happens

you must reimburse us for the deductible or the part of the deductible we paid.

In the states of California, Delaware, Georgia, Indiana, Iowa, Kansas, Kentucky, Maryland, Minnesota, New Hampshire, New Jersey, New York, Oregon, Pennsylvania, South Carolina, Virginia, Washington and West Virginia, paragraph B is amended to read:

B. To settle any claim or suit we will pay all or part of any deductible stated in the Declarations. You must reimburse us for the deductible or the part of the deductible we paid.

2. LEASING OR RENTAL CONCERNS—CONVERSION, EMBEZZLEMENT OR SECRETION COVERAGE (CA 20 10 01 78)

PHYSICAL DAMAGE INSURANCE for covered autos is changed as follows:

A. The following exclusion is added:

This insurance does not apply:

Under the Comprehensive and Specified Perils Coverages, to loss due to theft, conversion, embezzlement or secretion by any person in possession of a covered auto either (i) under a bailment lease, conditional sale, purchase agreement, mortgage or other encumbrance or (ii) as a rentee or lessee of such covered auto; however, this exclusion does not apply to covered autos designated in the Declarations for this endorsement.

B. For covered autos designated in the Declarations for this endorsement, we will pay under the Comprehensive and Specified Perils coverages, for loss to the covered autos due to theft, conversion, embezzlement or secretion by any rentee or lessee, subject to the following provisions:

- 1. The most we will pay for toss to any one covered auto is 75% of the actual cash value of such covered auto, at the time of the loss, reduced by the amount of any deposit secured by you from the rentee or lessee.
- 2. If there is a loss or if you learn of any act which may result in a loss, you must do the following:
- a. Promptly notify the pulice and as soon as practicable notify us or our agent.
- b. Cooperate with any public prosecutor if requested by him, in prosecuting any person whose acts result in the loss.
- c. Submit a proof of loss if required by us.
- d. Make every reasonable effort to locate the covered auto. If you locate the covered auto, take possession of it, using legal proceedings if required by us. We will reimburse you for reasonable expenses incurred at our request, or with our consent, in locating and recovering the covered auto.

3. PARTNERSHIP AS NAMED INSURED—NON-OWNERSHIP LIABILITY COVERAGE (CA 99 22 01 78)

A. No auto owned by any of your partners or members of their households is a covered auto for LIABILITY INSURANCE unless an "x" is shown in the Declarations for this endorsement.

- B. WHO IS INSURED is changed by adding the following to paragraph 3:
- d. A partner of yours for an auto owned by him or her or a member of his or her household,

140404---1-80

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Page Nine

4. WRONG DELIVERY OF LIQUID PRODUCTS (CA 23 05 07 78)

LIABILITY INSURANCE is changed by adding the following exclusion:

This insurance does not apply to:

Bodily injury or property damage resulting from the delivery of any liquid into the wrong receptacle or to

the wrong address, or from the delivery of one liquid for another, if the bodily injury or property damage occurs after delivery has been completed.

Delivery is considered completed even if further service or maintenance work, or correction, repair or replacement is required because of wrong delivery.

5. CITIZENS' BAND RADIO COVERAGE (CA 99 08 01 78)

- A. PHYSICAL DAMAGE INSURANCE on a covered auto described in the Declarations for this endorsement also applies to loss to any permanently installed equipment designed for use as a:
- 1. Citizens' band radio, or

- 2. Two-way mobile radio or telephone, or
- 3. Scanning monitor receiver

including its antennas and other accessories,

B. No deductibles will be applicable to the limit of liability.

6. DRIVE OTHER CAR COVERAGE—BROADENED COVERAGE FOR NAMED INDIVIDUALS (CA 99 10 01 78)

This endorsement changes only those coverages listed in the Declarations page. Each of those coverages is changed as follows:

A. CHANGES IN LIABILITY INSURANCE

- 1. Any auto you don't own is a covered auto for LIABIL-ITY INSURANCE while being used by any individual named in the Declarations for this endorsement or by his or her spouse while a resident of the same household except:
- a. Any auto owned by that individual or by any member of his or her household.
- b. Any auto used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking autos.
- 2. The following is added to WHO IS INSURED:

Any individual named in the Declarations for this endorsement and his or her spouse, while a resident of the same household, are insureds while using any covered auto described in paragraph A.I. of this endorsement,

B. CHANGES IN AUTO MEDICAL PAYMENTS AND UNINSURED MOTORISTS INSURANCE

The following is added to WHO IS INSURED.

Any individual named in the Declarations for this endorsement and, while resident in the same household, his or her spouse and the family members of either are insureds while occupying or while a pedestrian when being struck by any auto you don't own except:

Any auto owned by that individual, his or her spouse, or by any family member of either.

C. CHANGES IN PHYSICAL DAMAGE INSURANCE

Any private passenger type auto you don't own is a covered auto while in the care, custody or control of any individual named in the Declarations for this endorsement or his or her spouse while resident of the same household except:

- 1. Any auto owned by that individual or by any member of his or her household.
- 2. Any auto used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking autos,

7. HIRED AUTOS SPECIFIED AS COVERED AUTOS YOU OWN (CA 99 16 01 78)

A. Any auto described in the Declarations for this endorsement will be considered a covered auto you own and not a covered auto you hire, borrow or lease under the coverage for which it is a covered auto.

B. CHANGES IN LIABILITY INSURANCE The following is added to WHO IS INSURED:

While any covered auto described in the Declarations for this endorsement is rented or leased to you and is being used by or for you, its owner or anyone else from whom you rent or lease it is an insured but only for that covered auto. However, that covered auto's owner or anyone else from whom it is rented or leased is not an insured for liability resulting from defects or faulty workmanship.

8. INDIVIDUAL NAMED INSURED (CA 99 17 01 78)

If you are an individual, the policy is changed as follows:

A. WORDS AND PHRASES WITH SPECIAL MEAN-ING

1. The following phrase is added and appears in hold face type when used:
"Family member" means a person related to you by blood,

140404---1-80

Page Ten

marriage or adoption who is a resident of your household, including a ward or foster child.

- The words "you" and "your" include your spouse if a resident of the same household except for notice of cancellation.
- 3. When the phrase "private passenger type" appears in bold face type it includes any covered auto you own of the pick-up or van type not used for business purposes.

B. CHANGES IN LIABILITY INSURANCE

 The exclusion relating to bodily injury to fellow employees of the insured does not apply to bodily injury to your or any family member's fellow employees.

2. PERSONAL AUTO COVERAGE

While any auto you own of the private passenger type is a covered auto under the LIABILITY INSURANCE:

a. The following is added to WHO IS INSURED:

Family members are insureds for any covered auto you own of the private passenger type and any other auto described in paragraph 2b of this endorsement.

- Any auto you don't own is a covered auto while being used by you or by any family member except;
- (1) Any auto owned by any family members.
- (2) Any auto furnished or available for your or any family member's regular use.
- (3) Any auto used by you or by any of your family members while working in a business of selling, servicing, repairing, or parking autos,
- (4) Any auto other than an auto of the private passenger type used by you or by any of your family members while working in any other business or occupation.
- c. The exclusion relating to pollutants, irritants and contaminants and, if forming a part of the policy, the NUCLEAR ENERGY LIABILITY EXCLUSION (BROAD FORM), does not apply to any covered auto of the private passenger type.

d. The following exclusion is added and applies only to private passenger type covered autos:

This insurance does not apply to:

Bodily injury or property damage for which an insured under the policy is also an insured under a nuclear energy liability policy or would be an insured but for its termination upon its exhaustion of its limit of liability. A nuclear energy liability policy is a policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or any of their successors. This exclusion does not apply to autos registered or principally garaged in New York.

- e. The exclusion relating to property in the insured's care, custody or control does not apply to property damage to any private passenger type covered auto you don't own while being used by you or by any family member except:
- (1) Any auto owned by any family member.
- (2) Any auto furnished or available for your or any family member's regular use.
- (3) Any auto which you or any family member uses while working in a business of selling, servicing, repairing or parking autos.

C. CONDITIONS

The following Condition is added:

DEATH OF THE INDIVIDUAL NAMED INSURED

If you die:

- 1. Your surviving spouse if a resident of the same household at the time of your death will continue as the named insured until the end of the policy.
- 2. Your legal representative will be the named insured but only while acting within the scope of his or her duties as such.
- 3. Until your legal representative has been appointed, the person having proper temporary custody of your property will be the named insured with respect to such property.

9. LOSS PAYABLE CLAUSE (CA 99 19 01 78)

- A. We will pay you and the loss payee named in the policy for loss to a covered auto, as interest may appear.
- B. The insurance covers the interest of the loss payee unless the loss results from fraudulent acts or omissions on your part.
- C. We may cancel the policy as allowed by CANCEL-
- LING THIS POLICY DURING THE POLICY PERIOD. Cancellation ends this agreement as to the loss payee's interest. If we cancel the policy we will mail you and the loss payee the same advance notice.
- D. If we make any payment to the loss payee, we will obtain his rights against any other party.

10. TAPES AND RECORDS COVERAGE (CA 99 30 01 78)

- A. Under Comprehensive Coverage we will pay for loss to tapes, records or other similar devices used with sound reproducing equipment. We will pay only if the tapes, records or other similar devices:
- 1. Are your property or that of a family member, and
- 2. Are in a covered auto at the time of loss.
- B. The most we will pay for loss is \$200.
- C. PHYSICAL DAMAGE INSURANCE provisions apply to this coverage, except for any deductible.

140404--- 5-80

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Page Eleven

11. INDIVIDUAL NAMED INSURED-ECONOMY PLUS AUTO COVERAGE

It is agreed that ASSOCIATED INDEMNITY CORPO-RATION (A Stock Insurance Company, San Francisco, California, called the Company) replaces the Company designated in the Declarations as insurer, but only with respect to such insurance as is afforded by the provisions of the policy as modified by endorsement 8 for the autos of the private passenger type designated in the Declarations as subject to this endorsement.

12. INDIVIDUAL NAMED INSURED—SUPERIOR AUTO COVERAGE

It is agreed that NATIONAL SURETY CORPORATION (A Stock Insurance Company, Chicago, Illinois, called the Company) replaces the Company designated in the Declarations as insurer, but only with respect to such

insurance as is afforded by the provisions of the policy as modified by endorsement 8 for the autos of the private passenger type designated in the Declarations as subject to this endorsement.

13. MEXICO ENDORSEMENT

This policy is extended to apply while any covered auto is being operated in the Republic of Mexico for a period not exceeding ten days at any one time. It is agreed that such insurance as is provided by this policy only by reason of the terms of this paragraph shall be excess insurance over any other valid and collectible insurance available to you.

WARNING

Unless you have automobile insurance written by a Mexican insurance company, you may spend many hours or days in jail, if you have an accident in Mexico. Insurance coverage should be secured from a company

licensed under the laws of Mexico to write such insurance in order to avoid complications and some other penalties possible under the laws of Mexico, including the possible impoundment of your auto.

14. LEASING OR RENTAL CONCERNS—CONTINGENT COVERAGE

A, PHRASE WITH SPECIAL MEANING

In addition to the WORDS AND PHRASES WITH SPECIAL MEANING in the policy, the following phrase has special meaning in this endorsement:

"Leased auto" means an auto you lease to a lessee under a leasing agreement of one year or more for which the leasing agreement requires the lessee to provide primary insurance for you.

- B. LIABILITY INSURANCE and any required no-fault insurance provided by the policy for a covered auto which is a leased auto applies subject to the following provisions:
- !. a. The lessee has furnished you with a certificate of insurance required by the leasing agreement, and

- b. At the time of an accident the insurance required by the leasing agreement is not collectible.
- 2. For you, the limit of our liability for the insurance provided by this endorsement is the limit of liability stated in the Declarations.
- 3. For the lessee, the limit of our liability for the insurance provided by this endorsement is the minimum limit required by any applicable compulsory or financial responsibility law.
- 4. The insurance provided by this endorsement is excess over any other collectible insurance, whether primary, excess or contingent.

15. DRIVER EXCLUSION

We will not be liable for any accidents or losses while a covered auto is driven by individuals named in the Declarations page for this endorsement,

16. SUSPENSION OF INSURANCE (CA 02 40 01 78)

(Not Applicable in Michigan)

A. Except for maintaining or testing covered autos on your property, the coverages and autos indicated in the Declarations as applicable to this endorsement are suspended as of the effective date of this endorsement.

B. If you suspended coverage for at least 30 consecutive days, you will be entitled to a refund of premium.

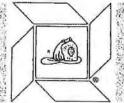
17. REINSTATEMENT OF INSURANCE (CA 02 38 01 78)

Any coverages you have previously suspended by Sequential Endorsement referred to in the Declarations as applicable to this Endorsement are reinstated as of 140404—1-80

the effective date of this endorsement as shown in the Declarations.

Page Twelve

COMMERCIAL LINES



Business Auto Policy Garage Policy Truckers Policy

Supplementary State Endorsements

California (1)/1/2

THIS FORM AMENDS THIS POLICY

ENDORSEMENTS

The following endorsements shall apply only when specifically incorporated through appropriate entry in the Declarations.

AMENDMENT OF PART IV —LIABILITY INSURANCE—CALIFORNIA (Business Auto Policy and Truckers Policy)

It is agreed that paragraph 3.h. of PART IV—LIABILITY INSURANCE, section D. WHO IS INSURED, is amended to read as follows:

b. Someone using a covered auto while he or she is working in a business of selling, repairing, servicing, delivering, testing, road-testing, parking or storing autos.

CHANGES IN UNINSURED MOTORISTS INSURANCE (CA 21 02 08 80)

A. WORDS AND PHRASES WITH SPECIAL MEANING is changed as follows:

"Family member" means your spouse, whether or not a resident of your household, and any other person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.

Paragraph c of "uninsured motor vehicle" is changed to read:

For which the insuring or bonding company denies coverage or refuses to admit coverage except conditionally or with reservation or becomes insolvent, or

B. Exclusion 2 under WE WILL NOT COVER—EXCLUSIONS is changed to read:

This insurance does not apply to:

The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability or similar law or to the direct benefit of the United States, a state or its political subdivisions.

- C. OUR LIMIT OF LIABILITY is changed to read:
- 1. Regardless of the number of covered autos, insureds, claims made or vehicles involved in the accident, the most we will pay for all damages resulting from any one accident is the limit of UNINSURED MOTORISTS INSURANCE shown in the Declarations.
- 2. Any loss payable under this insurance shall be reduced by:
- All sums paid or payable under any workers' compensation law exclusive of non-occupational disability benefits, and

- b. All sums paid by or for anyone who is legally responsible, including all sums paid under the policy's LIABILITY INSURANCE.
- D. OTHER INSURANCE is changed to read:
- I. For hadily injury sustained by an insured while occupying an auto he does not own. UNINSURED MOTORISTS INSURANCE does not apply if the owner of the auto has uninsured motorists insurance.
- 2. Except as provided in paragraph 1, if an insured has other uninsured motorists insurance, the damages shall be deemed not to exceed the higher of the applicable limits of the respective coverages. We will pay only our share of these damages. Our share is the proportion that the limit of UNINSURED MOTORISTS INSURANCE bears to the total of the limits of all uninsured motorists insurance.
- E. The policy's condition LEGAL ACTION AGAINST US is changed to read:

No legal action may be brought against us until there has been full compliance with all the terms of this policy nor unless within one year from the date of the accident:

- 1. Suit for bodily injury has been filed against the uninsured motorist in a court of competent jurisdiction, or
- 2. Agreement as to the amount due under this insurance has been concluded, or
- 3. The insured has formally instituted legal proceedings.
- F. ARBITRATION is changed to read:
- If we and an insured disagree whether the insured is legally entitled to recover damages from the owner or driver of an uninsured motor vehicle or do not agree as to

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PAGE ONE

the amount of damages, either party may make a written demand for arbitration. In this event the disagreement will be settled by a single neutral arbitrator. Each party will bear the expenses of the arbitrator equally. 2. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to arbitration procedures and evidence will apply. The decision of the arbitrator will be binding.

CHANGES IN POLICY-CANCELLATION (PA 02 04 01 78)

If you are an individual and a covered auto you own is of the private passenger type, CANCELLING THIS POL-ICY DURING THE POLICY PERIOD does not apply to that auto. The following Condition applies instead:

ENDING THIS POLICY

A. Cancellations

- 1. You may cancel the policy by returning it to us or by giving us advance notice of the date cancellation is to take effect.
- 2. When this policy is in effect less than 60 days and is not a renewal or continuation policy, we may cancel for any reason provided we mail you notice within this period. If we cancel we will mail you at least 10 days notice.
- 3. When this policy is in effect 60 days or more or is a renewal or continuation policy, we may cancel only for one or more of the following reasons:
- a. Nonpayment of premium. If we cancel for this reason, we will mail you at least 10 days notice.
- b. Your driver's license or that of a driver who lives with you or customarily uses the covered auto has been suspended or revoked during the policy period. If we cancel for this reason we will mail you at least 20 days notice.
- c. We replace this policy with another one providing similar coverages and the same limits for the covered auto. The replacement policy will take effect when this policy is cancelled, and will end a year after this policy begins or on this policy's expiration date, whichever is
- d. This policy has been written for a period of more than a year or without a fixed expiration date. We may cancel for this reason only at an anniversary of its original

effective date. If we cancel for this reason we will mail you at least 20 days notice.

- 4. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. However, making or offering to make the refund is not a condition of cancellation. If you cancel, the refund, if any, will be computed in accordance with our customary short rate procedure. If we cancel, the refund, if any, will be computed pro rata.
- 5. The effective date of cancellation stated in the notice shall become the end of the policy period.

B. Non-Renewal

- 1. If we decide not to renew or continue this policy we will mail you notice at least 20 days before the end of the policy period. If the policy period is other than one year, we will have the right not to renew or continue it only at an anniversary of its original effective date. If we offer to renew or continue at least 20 days before the end of the policy period and you do not accept, this policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium by the end of the policy period shall mean that you have not accepted our offer.
- 2. If we fail to mail proper notice of non-renewal and you obtain other insurance this policy will end on the effective date of that insurance.

C. Mailing of Notices

Any notice of cancellation or non-renewal will be mailed to your last known address. However, we may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.

AMENDMENT OF PART IV—LIABILITY INSURANCE—CALIFORNIA (Garage Policy)

It is agreed that paragraph 1.b.(2) of PART IV-LIAB-BILITY INSURANCE, section D. WHO IS INSURED, is amended to read as follows: (2) Someone using a covered auto while he or she is working in a business of selling, repairing, servicing, delivering, testing, road-testing, parking or storing autos.

CALIFORNIA PUBLIC SCHOOLS AND COMMUNITY COLLEGE ENDORSEMENT

It is agreed that the policy provides such insurance as is required under Sections 35208 or 72506 and Sections 44873 or 87440 of the California Education Code (Reorganized), subject to the applicable limits of liability and all of the terms of the policy and of this endorsement:

l. (a) Additional Insureds: The "Persons Insured" provision of the policy is amended to include as an insured members of the governing board; officers and employees of the named insured, including any physician employed

for the performance of medical services pursuant to Sections 44873 and 87440 of the California Education Code, while acting within the scope of their duties as such.

- (b) Other Insurance: The insurance with respect to any insured other than the named insured, shall be excess insurance over any other valid and collectible insurance.
- 2. Cancellation by the Company: The Cancellation Condition of the policy is amended by the substitution of the words "thirty days" for "ten days," therein.

PAGE 1 'O

- 3. Additional Definition: 'medical services' includes any medical services required to be performed by a physician while required to be in attendance at high school or community college athletic contests or meets.
- 4. First Aid: The "Supplementary Payments" provision of the policy does not apply, under the Comprehensive General Liability Insurance, to first aid to any student or pupil.

EXCLUSION OF NAMED DRIVER-CALIFORNIA

It is agreed as follows:

- 1. The insurance afforded by this policy shall not apply nor accrue to the benefit of any insured or any third party claimant while any covered auto is used or operated by the individual named in the Declarations as applicable to this endorsement.
- 2. We shall have no obligation to defend any suit brought against any insured because of the use or operation of any covered auto by the individual designated in the Declarations as applicable to this endorsement, except that we shall defend you only when all of the following apply:
- a. the individual designated in the Declarations as applicable to this endorsement is a resident of the same household as you;
- b. As a result of operating any covered auto of yours, that individual is jointly sued with you; and
- c. That individual is a named insured under a separate automobile liability insurance policy which provides no defense to you.

The provisions of Section 1 above shall not be affected by this Section 2.

LEASING OR RENTAL CONCERNS—CONTINGENT COVERAGE—CALIFORNIA (CA 20 26 06 81)

A. PHRASE WITH SPECIAL MEANING

In addition to the WORDS AND PHRASES WITH SPECIAL MEANING in the policy, the following phrase has special meaning in this endorsement:

- "Leased auto" means an auto you lease to a lessee for 6 months or more, including any substitute, replacement or extra auto needed to meet seasonal or other needs, under a lease agreement which requires the lessee to provide primary insurance for you.
- B. LIABILITY INSURANCE and any required no-fault insurance provided by the policy for a covered auto which is a leased auto applies subject to the following provisions:
- 1. If there is no other available insurance (whether primary, excess or contingent) the limit of our liability is the minimum limit required by any applicable compulsory or financial responsibility law.
- 2. If there is other available insurance (whether primary, excess or contingent) the limit of our liability is only for the amount by which the applicable compulsory or financial responsibility law limits exceed the limits of the available insurance.
- C. In addition to the insurance provided in paragraph B. LIABILITY INSURANCE applies to you, your employees or agents subject to the following provisions:

- t. a. The lessee has furnished you with a certificate of insurance, a copy of the policy or a copy of the endorsement making you an additional insured on the lessee's policy as required by the leasing agreement, and
- b. At the time of an accident the insurance required by the leasing agreement is not collectible.
- 2. The limit of our liability for the insurance provided under this paragraph is the difference between the minimum limit required by the applicable compulsory or financial responsibility law and the lesser of
- a. The limits of liability required by the leasing agreements, or
- b. The limit of liability shown in the Declarations as applicable to this endorsement.
- D. The insurance provided by this endorsement is excess over any other collectible insurance, whether primary, excess or contingent, unless such insurance is specifically written to apply in excess of this policy.
- E. If the lessee's policy is cancelled, the insurance provided by this endorsement to you, your employees or agents ends the carlier of the following dates:
- 1. The date you regain custody of the leased auto, or
- 2. 30 days after the effective date of cancellation.

INDIVIDUAL NAMED INSURED—SUPERIOR AUTO COVERAGE

It is agreed that FIREMAN'S FUND INSURANCE COMPANY OF TEXAS (A Stock Company, Dallas, Texas, called the Company) replaces the Company designated in the Declarations as insurer, but only with

respect to such insurance as is afforded by the provisions of the policy as modified by endorsement 8 for the auths of the private passenger type designated in the Declarations as subject to this endorsement.

INDIVIDUAL NAMED INSURED—REGULAR AUTO COVERAGE

It is agreed that FIREMAN'S FUND INSURANCE COMPANY (A Stock Company, San Francisco, California, called the Company) replaces the Company designated in the Declarations as insorer, but only with respect 140615—10-81

to such insurance as is afforded by the provisions of the policy as modified by endorsement 8 for the autos of the private passenger type designated in the Declarations as subject to this endorsement.

PAGE THREE

WMPOSITE RATE ENDORSEMENT

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|-------------------|
| EFFECTIVE DATE |
| |

IT IS UNDERSTOOD AND AGREED THAT THE PREMIUM FOR THE COMPREHENSIVE GENERAL LIABILITY, AND BUSINESS AUTO PORTION OF THIS POLICY FOR THE PERIOD OF 1/1/82 TO 1/1/83 SHALL BE DETERMINED BY APPLICATION OF THE FOLLOWING COMPOSITE RATE PER \$1,000: OF GROSS RECEIPTS AS DEFINED IN THE MANUAL OF LIABILITY INSURANCE.

ESTIMATED TOTAL RECEIPTS TOTAL DEPOSIT

\$20,000,000.

COMPOSITE RATE: LIABILITY

CEDES 324~70050

OPD .6281

4592

AUTO LIABILITY

ABI .1501 APD .2501

4592

AUTO PHYSICAL DAMAGE

COMP .1812 COLL. .1831 2.1617

IT IS AGREED THE MINIMUM PREMIUM FOR THE COMPOSITE RATED PORTIONS OF THIS POLICY SHALL BE:

ANNUAL MINIMUM PREMIUM: \$34,587.

ENDT - #2

ONE OF THE
FIREMAN'S FUND INSURANCE COMPANIES
AS NAMED IN THE POLICY

Myrre Du Bain
PRESIDENT 10.

COUNTERSIGNATURE OF AUTHORIZED AGENT

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COMPOSITE RATE ENDORSEMENT

| INSURED | POLICY NUMBER |
|----------------------------------|-------------------|
| ANGELES CHEMICAL CO., INC., ETAL | 2-49 LA 310 07 53 |
| PRODUCER | EFFECTIVE DATE |
| MAX BEHM & ASSOCIATES | 1-1-82 |

IT IS UNDERSTOOD AND AGREED THAT THE PREMIUM FOR THE COMPREHENSIVE GENERAL LIABILITY, AND BUSINESS AUTO PORTION OF THIS POLICY FOR THE PERIOD OF 1-1-82 TO 1-1-83 SHALL BE DETERMINED BY APPLICATION OF THE FOLLOWING COMPOSITE RATE PER \$1,000. OF GROSS RECEIPTS AS DEFINED IN THE NAMUAL OF LIABILITY INSURANCE.

| ESTIMATED TOTAL RECEIPTS TOTAL DEPOSIT | \$20,000 43 | ,000. | | |
|--|-----------------------|--------------------|----------|-----------|
| | | • | PREMIUMS | CODES |
| COMPOSITE RATE: LIABILITY | OBI | • 6 619 | 13,382. | 324-70050 |
| | OPD | ·6281 | 12,562. | |
| | ABI | -2501 | 5,00Z. | 4592. |
| AUTO LIABILITY | APD | .2501 | 5,002. | |
| | COMP | 1812 | 3,624. | 4592. |
| | COLL | -1831 | 3,662. | |
| | | 2.1617 | 43,234. | |

IT IS AGREED THE MINIMUM PREMIUM FOR THE COMPSITE RATED PORTIONS OF THIS POLICY SHALL BE:

ANNUAL MINIMUM PREMIUM : \$34,587.

2-4-82LH

ENDT #ZA
IN LIEU OF & ENTIRELY REPLACING #2

| ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY PRESIDENT 10. | |
|---|--|
|---|--|

\$B0001-1-65

ADDITIONAL INSURED -- LESSOR (CA 20 01 12 80)

| INSURED | POLICY NUMBER |
|----------------------------------|--------------------|
| ANGELES CHEMICAL CO., INC., ETAL | 2~49 LA 31/0 07 53 |
| PRODUCER | EFFECTIVE DATE |
| | 1/1/82 |

POLICY NUMBER **INSURANCE COMPANY** 2/49/LA 310 07 53 FIREMAN'S FUND **EXPIRATION DATE** EFFECTIVE DATE 1/1/82 1/1/85 NAMED INSURED AND ADDRESS ANGELES CHEMICAL CO., INC. & STALLION TANK LINES, INC. 8915 SORENSON AVE SANTA FE SPRINGS, CA 90670 ADDITIONAL INSURED (LESSOR) VEHICLES PER SCHEDULE ON FILE WITH THE COMPANY DESIGNATION OR DESCRIPTION OF LEASED AUTOS

This endorsement provides only those coverages for which an entry is shown by "X" in the applicable box.

| COVERAGES | | LIMITS | OF LIABILITY | | | | |
|--|---------------------------------|------------|---------------|-------------------|--|--|--|
| LIABILITY | EACH PERSON | | EACH | ACCIDENT | | | |
| COMBINED BODILY INJURY AND PROPERTY DAMAGE LIABILITY | xxxxxxxx | | \$ 500 | 0,000 . | | | |
| BODILY INJURY LIABILITY | \$ | | \$ | | | | |
| PROPERTY DAMAGE LIABILITY | XXXXX | XXX | \$ | | | | |
| PERSONAL INJURY PROTECTION (O EQUIVALENT NO-FAULT COVERAGE | | | | | | | |
| COMBINED | ACTUAL CASH VA | LUE OR COS | T OF REPAIR W | HICHEVER IS LESS; | | | |
| | MINUS: \$ For Each Covered Auto | | | | | | |
| | ACTUAL CASH VA | LUE OR COS | T OF REPAIR W | HICHEVER IS LESS; | | | |
| COMPREHENSIVE | MINUS: \$ 100. | For Each | Covered Auto | | | | |
| | ACTUAL CASH VA | LUE OR COS | T OF REPAIR W | HICHEVER IS LESS; | | | |
| COLLISION | MINUS: \$ 250. | For Each | Covered Auto | | | | |
| | ACTUAL CASH VA | LUE OR COS | T OF REPAIR W | HICHEVER IS LESS; | | | |
| SPECIFIED PERILS | MINUS: \$ | For Each | Covered Auto | | | | |

ONE OF THE
FIREMAN'S FUND INSURANCE COMPANIES
AS NAMED IN THE POLICY



COUNTERSIGNATURE OF AUTHORIZED AGENT



| | | SSOR | | |
|---------------------------|---|--|--|--|
| | | POCICY NUMBER | | |
| | | EFFECTIVE DATE | | |
| MPA | NY | POLICY NUMBER | | |
| | | EXPIRATION DATE | | |
| AMEC | INSURED AND ADDRI | ESS | | |
| HTICO | ONAL INSURED (LESS) | OR) | | |
| N O | R DESCRIPTION OF LEA | ASED AUTOS | | |
| cove | rages for which an entry | is shown by "X" in the applicable box. | | |
| | LI | MITS OF LIABILITY | | |
| EACH PERSON EACH ACCIDENT | | | | |
| | XXXXXXXX | \$ | | |
| | \$ | | | |
| _ | XXXXXXXX | \$: | | |
| | \$ | | | |
| MINI | US: \$ For E | COST OF REPAIR WHICHEVER IS LESS such Covered Auto | | |
| | | COST OF REPAIR WHICHEVER IS LESS ach Covered Auto | | |
| | | COST OF REPAIR WHICHEVER IS LESS ach Covered Auto | | |
| | | COST OF REPAIR WHICHEVER IS LESS ach Covered Auto | | |
| like: | | COUNTERSIGNATURE OF AUTHORIZED AGENT | | |
| | DMPA AMED ON OF COVE ACTI MINI ACTI MINI ACTI MINI MINI ACTI MINI MINI ACTI MINI ACTI MINI MINI ACTI MINI MINI ACTI MINI MINI | EACH PERSON XXXXXXXX XXXXXXXX S XXXXXXXX OR E) S ACTUAL CASH VALUE OR OR MINUS: \$ FOR EX ACTUAL CASH VALUE OR OR MINUS: \$ FOR EX ACTUAL CASH VALUE OR OR MINUS: \$ FOR EX ACTUAL CASH VALUE OR OR MINUS: \$ FOR EX ACTUAL CASH VALUE OR OR MINUS: \$ FOR EX ACTUAL CASH VALUE OR OR MINUS: \$ FOR EX MI | | |

A. PHRASE WITH SPECIAL MEANING

In addition to the WORDS AND PHRASES WITH SPECIAL MEANING in the policy, the following phrase has special meaning in this endorsement:

"Leased auto" means an auto leased to you for one year or more, including any aubatitute, replacement or extra auto needed to meet seasonal or other needs, under a leasing agreement which requires you to provide direct primary insurance for the lessor.

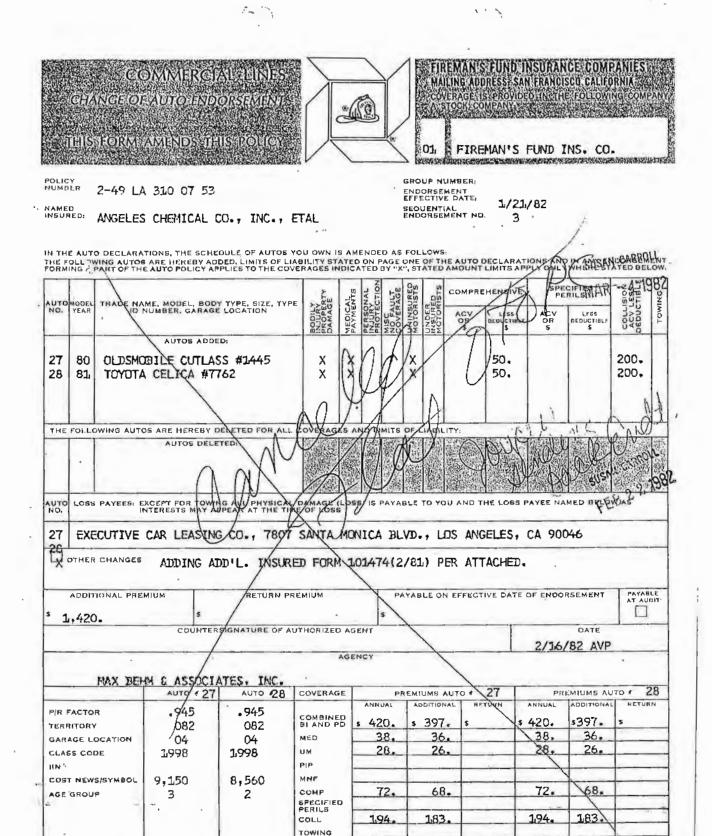
- B. Any leased auto designated or described in this endorsement will be considered a covered auto you own and not a covered auto you hire or borrow. For a covered auto which is a leased auto WHO IS INSURED is changed to include as an insured the lessor named in this endorsement. However, the lessor is an insured only for bodily injury or property damage resulting from the acts or omissions of:
 - 1. You
 - 2. Any of your employees or agents.
 - Any person, except the lessor or any employee or agent of the lessor, operating a lessed auto with the permission of any of the above.

C. LOSS PAYABLE CLAUSE

- We will pay you and the lessor named in this endorsement for loss to a leased auto, as interest may
 appear.
- The insurance covers the interest of the lessor unless the loss results from fraudulent acts or omissions on your part.
- If we make any payment to the lessor, we will obtain his rights against any other party.

D. CANCELLATION

- If we cancel the policy, we will mail notice to the leasor in accordance with CANCELLING THIS POLICY DURING THE POLICY PERIOD.
- 2. If you cancel the policy, we will mail notice to the lessor.
- 3. Cancellation and this agreement.
- E. The lessor is not liable for payment of your premiums.



postick copy

710.

710.

SUBTOTAL

140586-7-79

|) | | | |
|---|---|---------------------------------|---|
| ADDI | (CA 20 01 12 80 | | OR . |
| INSURED | | 1 6 | OLICY NUMBER |
| ANGELES CHEMICAL CO., INC., ETA | AL . | | 2-49 LA 310 07 53 |
| MAX BEHM & ASSOCIATES, INC. | | | 1/21/82 |
| INSURANCE CO | MPANY | | POLICY NUMBER |
| FIREMAN'S FUNI | | | 2*49 LA 310 07 53 |
| EFFECTIVE DATE | | | EXPIRATION DATE |
| 1/1/82 | | | 1/1/85 |
| STA - 891 | ELES CHEMICAL CO., LLION TANK LINES, 5 SORENSON AVE TA FE SPRINGS, CA. DITIONAL INSURED (CUTIVE CAR LEASING | 90670 LESSOR) | |
| 780 LOS DESIGNATIO AUTO #27, AUTO #28, | 7 SANTA MONICA BLA NORELES ERPTION C OLDSMODILE CUTLASS TOYOTA CELICA #776 | D. OF LEASE 5 #1449 52 | |
| This endorsement provides only those | coverages for which a | | |
| COVERAGES | | | OF LIABILITY |
| COMBINED BOOILY INJURY AND PROPERTY DAMAGE LIABILITY | EACH PERS | . Y | \$ 500,000. |
| BODILY INJURY LIABILITY | \$ | 1 | \$ |
| PROPERTY DAMAGE LIABILITY | xxxxxxx | X | \$ |
| PERSONAL INJURY PROTECTION (C EQUIVALENT NO-FAULT COVERAGE | OR \$ -/ | | |
| COMBINED PHYSICAL DAMAGE | ACTUAL CASH VALU MINUS: \$ | 1 | T OF REPAIR WHICHEVER IS LESS; Covered Auto |
| COMPREHENSIVE | ACTUAL CASH VALU MINUS: \$ 50. | | IT OF REPAIR WHICHEVER IS LESS; Covered Auto |
| COLLISION | ACTUAL CASH VALU MINUS: \$ 200. | 1 | T OF REPAIR WHICHEVER IS LESS; Covered Auto |
| SPECIFIED PERILS | ACTUAL CASH VALU MINUS: \$ | 1 | T OF REPAIR WHICHEVER IS LESS; Covered Auto |
| /. | | | |
| 2/16/82 AVP | | CORRESPO | NDS WITH ENDT. #3 |
| ONE OF THE | Munn Ry Brien | 2001 | TENDENT OF BUILDING AGENT |

| | | ENDORSEMEN | 11 | | | | |
|--|---|--|---|----------------|--|--|--|
| СОММЕ | NCEMENT OF POLICY | | EXPIRATION OF PO | DLICY | | | |
| 1 | l <i>⊢</i> 82 | | 1-1-85 | 1-1-65 | | | |
| AMOUNT OF INSURANCE PERILS OLD RATE | | NEW RATE | ADDITIONAL PREMIUM | RETURN PREMIUM | | | |
| NAME OF INSURED | MAILING ADDRESS OF INSURED | DESCRIPTION OF LOCAL PROPERTY PAGE 18: | ☐ OF ROOF | | | | |
| *CON | SENT BY INSURED | | CONSENT BY MORTGAGE | E OR PAYEE | | | |
| 3-10-82DA ** | OT REQUIRED UNLESS POLIC | Y IS REDUCED OR RES | TRICTED BY THIS ENDORSEMENT | T. FIRE M | | | |
| 3-10-82DA "NOT REQUIRED UNLESS POLICY IS REDUCED OR RESTRICTED BY THIS ENDORSEMENT. INSURED'S NAME & ADDRESS -49 LA 310 07 53 ANGELES CHEMICAL CO., INC., ETAL | | | | | | | |
| THE AMERICA NATIONAL ASSOCIATED I | ND INSURANCE COMPANY N INSURANCE COMPANY SURETY CORPORATION NDEMNITY CORPORATION IOBILE INSURANCE COMPA | | PRODUCER HAX NEW E ASSOCIATES COUNTERSIGNATURE OF AUT | 1-1-82 | | | |

120042-12-76

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following: COMPREHENSIVE GENERAL LIABILITY INSURANCE—COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE

ADDITIONAL INSURED (Vendors — Broad Form)

It is agreed that the "Persons Insured" provision is amended to include as an insured the person or organization designated below as vendor subject to the following provisions:

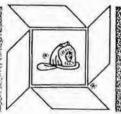
- 1. The insurance applies only to the distribution or sale by the vendor of the named insured's products and then only to any liability arising out of the named insured's negligence or any defect or condition in such product existing when such product was relinquished by the named insured to the vendor.
- 2. The Insurance with respect to the vendor does not apply to any flability arising out of:
- (a) Any express warranty unauthorized by the named insured;
- (b) Any repacking of the product unless solely for the purpose of inspection, demonstration, testing or the substitution of parts under instructions from the named insured and then repacked in the original container;
- (c) Any product which after distribution or sale by the named insured has been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor;
- (d) Any failure to maintain the product in merchantable condition;
- (e) Any physical or chemical change in the form of the product made intentionally by the vendor.
- 3. The insurance does not apply to any person or organization as insured from whom the named insured has acquired such product or any ingredient, part or container, entering into, accompanying or containing such product.

| 4 | DESIGNATED VEND | OR | | |
|---|--|----|---|--|
| ŧ | STANDARD BRANDS 4300 W. 190TH ST. TORRANCE, CA 90509 | | - | |

| 3-10-RZDA POLICY NUMBER | IN | SURED | FFECTIVE |
|---|-------------------------|---------------------|------------------|
| 2-49 LA 310 07 53 | ANGELES CHEMICAL CO., I | NC., ETAL | 2-2-82 |
| ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY Myrine Au Baire PRESIDENT 10-X | | | SSOCIATES, INC. |
| | | COUNTERSIGNATURE OF | AUTHORIZED AGENT |

FFIC0050637

COMMERCIAL LINES A HANGE OF AUTOENDORSEMENT. THIS FORM AMENDS THIS ROLLCY



FIREMAN'S FUND INSURANCE COMPANIES;
MAILING ADDRESS SAN FRANCISCO CALIFORNIA
COVERAGE AS PROVIDED INSTHE FOLLOWING COMPANIANTS TOCK COMPANY
ASSTOCK COMPANY

NO SERVICE CONTROL DESCRIPTION DE SERVICE DE CONTROL DE SERVICE DE CONTROL DE CONTROL DE CONTROL DE CONTROL DE

O1 FIREMAN'S FUND INS. CO.

POLICY 2-49 LA 310 07 53

NAMED ANGELES CHEMICAL CO., INC., ETAL

GROUP NUMBER:
ENDORSEMENT
EFFECTIVE DATE: 3-31-82
GEQUENTIAL
ENDORSEMENT NO. 6

IN THE AUTO DECLARATIONS. THE SCHEDULE OF AUTOS YOU OWN IS AMENDED AS FOLLOWS:
THE FOLLOWING AUTOS ARE HEREBY ADDED, LIMITS OF LIABILITY STATED ON PAGE ONE OF THE AUTO DECLARATIONS AND IN ANY ENDORSEMENT FORMING A PART OF THE AUTO POLICY APPLIES TO THE COVERAGES INDICATED BY "X", STATED AMOUNT LIMITS APPLY ONLY WHERE STATED BELOW.

| AUTOMODEL TRAD | E NAME, MOI | DEL, BODY | TYPE, SIZE, TYPE | BODILY INJURY PROPERTY DAMAGE | MEDICAL | RSONAL JURY OTECTION | ULT | URED | ON STR | COMPRE | HENSIVE | | ECIFIED ERILS | SION FSSS | D'N. |
|-------------------------|----------------------------|-----------|------------------------------------|--|---------|---|------------------------------|--|--------|-----------------|-------------------------|-----------------|---|-------------------------------------|--------|
| NO. YEAR | ID NUMBER, GARAGE LOCATION | | | | | WISC AND THE REAL PROPERTY OF THE PROPERTY OF | MISC NO FAULT COVERAGE | MISC NO FAULT COVERAGE UNINSURED MOTORISTS | NOTORE | ACV OR \$ | LESS DEDUCTIBL \$ | ACV OR \$ | LESS DEDUCTIBLE \$ | COLLISION ACV LESS DEDUCTIBLE | TOWING |
| | AU. | YOS ADDE | Di | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| THE FOLLOWING | | | ELETED FOR ALL | COVERAGE | 5 AN | NO LI | MITS | OF L | IABIL | ITY. | Distriction of the last | THE RESERVE | 1 2 1 2 1 2 1 1 1 1 1 1 1 1 1 1 1 1 1 1 | morrana sec | 2012/2 |
| | A 0 | TOS DELE | TED: | | | | | | | | | | | | |
| AUTO LOSS PAYER | S EXCEPT F | OR TOWIN | G ALL PHYSICAL PEAR AT THE TIME | DAMAGE (LE OF LOSS | ose |) IS F | PAYA | BLE | TO YO | U AND T | HE LOSS | PAYEE N | YMED DELD | w As | |
| BANK OF | AMERICA | , 1840 | LONG BEACH | BLVD., | Ц | DNG | BE | 4CH | , C/ | ۸. | | | | | |
| OTHER CHAN | GES ADDI | NG LOS | S PAYEE AND | ADDITI | ON | AL . | INS | JRE | D PI | ER FOR | M 1014 | 74{2- | BL) ATTA | ACHED. | |
| ADDITIONAL | PREMIUM | s | RETURN PRI | ЕМІИМ | | | PA S | YAB | LE OI | N EFFECT | IVE DATE | OF ENDO | RSEMENT | PAYAE AT AU | |
| | | COUNTERS | SIGNATURE OF AU | THORIZED | AGE | NT | _ | | _ | | T | | DATE | | |
| | | | | | | | | | | | | | /- 19-821 | AC | |
| | | | E XAM | EHM C A | SSI | | ATES | 5, | INC. | • | | | | | |
| | AU | TO # | AUTO # | COVERAGE | T | | PH | EMI | UMS A | ALITO # | T | PR | EMIUMS AU | TO # | |
| PIR FACTOR TERRITORY | | | | COMBINED BI AND PO | 5 | ANNU | JAL | S S | DITION | AL RE | TURN 5 | ANNUAL | ADDITIONAL | RETUR | RN |
| GARAGE LOCATIO | и . | 1 | | MED | | | | | | | | | | | |
| CLASS CODE | | - 1 | | UM | - | _ | | - | | - | - | | - | - | - |
| IIN | | - | | PIP | - | - | | - | | | - | | | - | |
| COST NEWS/SYMB | IOL | 1 | | COMP | | - | | - | | | - | | - | | - |
| AGE GROUP | | | | SPECIFIED | - | | _ | | | | | | 1 | | |
| | | | | COLL | | | L | | | | | | | | |
| | | | | TOWING | F | | _ | - | | | | | | | : |
| | | | | SUBTOTAL | | | -1 | | | | | | 1 | | |

AUDITIONAL INSURED — LESSOR (CA 20 01 12 80)

| INSURED | POLICY NUMBER |
|----------------------------------|--------------------|
| ANGELES CHEMICAL CO., INC., ETAL | 2-49 1A 310 07 53 |
| PRODUCER | EFFECTIVE DATE |
| MAX BEHR & ASSOCIATES, INC. | 3-31-62 |
| INSURANCE COMPANY | POLICY NUMBER |
| FIREMAN'S FUND INSURANCE COMPANY | 2-49 LA 310 07 53 |
| EFFECTIVE DATE | EXPIRATION DATE |
| 1-1-82 | 1-1-85 |
| NAMED INSURED AN | ID ADDRESS |
| ANGELES CHERICAL CO., INC., ETAI | L. · |
| P.O. BOX 2163 | |
| SANTA FE SPRINGS, CA. 90670 | |
| ADDITIONAL INSURE | ED (LESSOR) |
| BOULEVARD LEASING | |
| 3890 LONG BEACH BLVD. | |
| DESIGNATION OR DESCRIPTION | ON OF LEASED AUTOS |
| | |
| 82 OLDSNOBILE CUTLASS SUPREME & | LG3AR69A7CH505197 |

This endorsement provides only those coverages for which an entry is shown by "X" in the applicable box.

| COVERAGES | | LIMITS | OF LIABILITY | |
|---|--------------------------------|--------------|--------------------------------|------------------|
| LIABILITY | EACH | PERSON | EACH AC | CIDENT |
| COMBINED BODILY INJURY AND PROPERTY DAMAGE LIABILITY | xxx | (XXXX | \$ 500,000 |)• |
| BODILY INJURY LIABILITY | \$ | | \$ | |
| PROPERTY DAMAGE LIABILITY | XXX | XXXX | \$ | |
| PERSONAL INJURY PROTECTION (C EQUIVALENT NO-FAULT COVERAGE |)R () \$ | | | T |
| COMBINED | ACTUAL CASH \ MINUS: \$ | | T OF REPAIR WH Covered Auto | ICHEVER IS LESS; |
| | ACTUAL CASH ' MINUS: \$ 300 | For Fach | T OF REPAIR WH Covered Auto | ICHEVER IS LESS; |
| | ACTUAL CASH ' | For Each | T OF REPAIR WH Covered Auto | ICHEVER IS LESS; |
| | ACTUAL CASH | VALUE OR COS | | ICHEVER IS LESS; |
| ☐ SPECIFIED PERILS | MINUS: \$ | For Each | Covered Auto | |

| ONE OF THE FIREMAN'S PUND INSURANCE COMPANIES AS NAMED IN THE POLICY | Myrre Du Bain | COUCHRESPONDS TO UFNOT ZELAGENT |
|--|---------------|---------------------------------|
|--|---------------|---------------------------------|

ANNIVERSARY PREMIUM ENDORSEMENT

| FIR | ST ANNIVERSARY | | R THIS POLICY IS | | | | INAT | INE | \$ 39, | 880. | |
|------------------------------|--|--|---------------------------|------------------|----------|----------|--------|----------|---------|-----------|-----------|
| | | | COM | PUT/ | ATION | | | | | | |
| EXPOSURES LJABILITY — 0.7.A. | | | | | | | | PREMIUMS | | | |
| 00 | EXPOSURES | | CIABII | | - 0.1.A. | | | | В.І. | P,D, | MED, |
| PER | COMPOSITE RATE E | NOT 18 | | | | | | | 23,541. | INCL | |
| | | | | | | ΥΥ | OTAL O | т.А. | 23,541. | | |
| - | | - | OWNED | AUTO | DMOBIL | ES | | | | | |
| TEM | | | LIOT | ac Ni | JMBER | CLASS | TERR. | БҮМ- | ADV | ANCE PREM | IUM |
| NO. | YEAR — TRADE NA | ME-BODY T | TIPE INSIG | | JWBEU | CLASS | | BOL | B.1. | P.D. | MEO, |
| | PER COMPOSITE RA | TE ENDT | R | - | | | | | | | |
| _ | AND 5982(1-80) P | | - | | | | | | 16,339. | INCL | INCL |
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| - | | | | - | | | | | | | |
| AUTO | MOBILES - NON OWNED | | 1 | _ | 6601 | | - | | INCL | INCL | E. T. |
| A 0 10 | 11011 | RATES PE | R \$100 COST OF H | IRE | B.I. | P.D | | MED, | 1 | | - |
| AUTO | MOBILES - HIRED | PRIVATE P | | | | | | | | | |
| | | COMMERCI | AL 6619 | 1 | | 3 | | | INCL | INCL | |
| | MOBILES - DRIVE OTHER | | | | | | | | - | 77777 | - U U U U |
| AUTO | MOBILES - UNINSURED N | OTORISTS | | | DTAL 117 | ONOR!! | CARLL | 177 | 91 6 77 | xxxx | XXXX |
| | | | | . 1 | OTAL AUT | OWORITI | CABUA | 7 | 16,339. | | |
| | | AUTO | MOBILE PHYS | ICAL | DAMA | GE CO | /ERAG | E | | | |
| T (7** | <u> </u> | DEDUCTIBLE | 1 | PREMI | | | | | | | |
| TEM NO. | *LIMIT OF LIABILITY | (COLLISION) | COMPREHENSIVE | ENSIVE COLLISION | | FIRE T | | TH | EFT | C.A.C. | TOWING |
| | | | | - | - | - | | | | | |
| - | PER COMPOSITE RA | TE ENDI | INCL | 71 | NCL | | | | | | |
| | AND 5982(1-80) F | BUC Z | TINE | _ ^ | 13/4 | | | | | | |
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| | | | | | | | | | | | |
| ACYU | AL CASH VALUE LESS DEDUCTI | BLE UNDER COL | LISION COVERAGE | | JAYOT | PHYSIC | AL DAM | AGE | | | |
| AGYU/ 125 PE | AL CASH VALUE LESS DEDUCTI R DISABLEMENT UNDER TOWN | BLE UNDER COL | LISION COVERAGE | | TOTAL | - PHYSIC | AL DAM | AGE | INCL | | UNT 47 |
| | AL CASH VALUE LESS DEDUCTI R DISABLEMENT UNDER TOWN | BLE UNDER COL NG COVERAGE | LISION COVERAGE | IN. | TOTAL | PHYSIC | AL DAM | AGE | INCL | EFF | PT #7 |
| 1-17 | 7-8304 NUMBER | | | | SURED | | AL DAM | AGE | INCL | 1-1 | |
| 1-17 | 7-830A NUMBER | ANGE | LISION COVERAGE | | SURED | | AL DAM | | INCL | | |
| 1-17 2-49 | ONE FIREMAN'S FUND IN AS NAMED | ANGE OF THE ISURANCE IN THE POLIC | LES CHEMICAL COMPANIES | | SURED | , ETAL | | PROC | DUCER | | -83 |
| 1-17 2-49 | 7-8304 NUMBER LA 310 07 53 ONE FIREMAN'S FUND IN | ANGE OF THE ISURANCE IN THE POLIC | LES CHEMICAL COMPANIES | | SURED | , ETAL | | PROC | DUCER | 1-1- | -83 |





ANGELES CHEMICAL CO., INC., ETAL

POLICY NUMBER

2-49 LA 310 07 53

| 70 4005 | | 7.3 | STS | TION | LT KGE | STS | STS | COMPREHENSIVE | | HENSIVE | SPEC | SION LESS TABLE | 014 | |
|---------|---|--|--------|----------|-----------|-----------|-------------------------------|---------------|-------------------|---|-------------------------|-------------------------|-------------------------------------|--------|
| JTO MOD | EL TRADE NAME, MODEL, BODY TYPE, SIZE TYPE. ID NUMBER, GARAGE LOCATION | BODILY INJURY PROPERTY DAMAGE | MEDICA | PERSONAL | NO-FAU | MOTORISTS | UNDER INSURED MOTORISTS | QF S | * | S Opput ties & | ACV OR \$ | LESE DEDUCTIBLE S | DEDUCTABLE ACV LESS COLLISION | DAIMOL |
| | PER COMPOSITE RATE ENOT 18 | | | | | | | | | | | | | |
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| | | | | | | | | | | | | | | |
| 170 EX | CEPY FOR TOWING ALL PHYSICAL DAMAGE LOSS .: PEAR AT THE TIME OF LOSS | S PAVAB | | O YO | | D TH | E LO | SS PA | YEE | NAMED B | ELDW AS | INTEREST | S MAY | _ |

COMPOSITE RATE ENDORSEMENT

| INSURED | POLICY NUMBER |
|----------------------------------|-------------------|
| ANGELES CHEMICAL CO., INC., ETAL | 2-49 LA 310 07 53 |
| PRODUCER | EFFECTIVE DATE |
| MAX BEHH & ASSOCIATES, INC. | 1-1-83 |

IT IS UNDERSTOOD AND AGREED THAT THE PREMIUM FOR THE COMPREMENSIVE GENERAL LIABILITY, AND BUSINESS AUTO PORTION OF THIS POLICY FOR THER PERIOD OF 1=1=83 TO 1-1-84 SHALL BE DETERMINED BY APPLICATION OF THE FOLLOWING COMPOSITE RATE PER \$1,000. OF GROSS RECEIPTS AS DEFINED IN THE MANUAL OF LIABILITY INSURANCE.

ESTIMATED RECEIPTS \$20,000,000.
TOTAL DEPOSIT \$ 39,880.

PREMIUMS CODES COMPOSITE RATE: LIABILITY 081 1.1967 324-70050 \$23,541. OPO INCL ABI .4592. .7973 AUTO LIABILITY APD INCL 16,339. COMP INCL 4592. COLL INCL 39,880. 1.994

IT IS AGREED THE MINIMUM PREMIUM FOR THE COMPOSITE RATED PORTIONS OF THIS POLICY SHALL BE:

ANNUAL MINIMUM PREHIUM: \$35,892.

| 1-17-83DA | | x | ENDT #8 |
|--|------------------------------|------------------|---------------------|
| ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY | Myrre De Bain PRESIDENT 10.3 | COUNTERSIGNATURE | OF AUTHORIZED AGENT |

180001-1-65

COMMERCIAL COVERAGE BUSINESS AUTO POLICY GARAGE POLICY TRUCKERS' POLICY CHANGE OF AUTO ENDORSEMENT

POLICY NUMBER

2-49 LA 310 07 53

NAMED INGURED: ANGELES CHEMICAL CO., INC., ETAL

FIREMAN'S FUND INSURANCE COMPANIES MAILING ADDRESS: SAN FRANCISCO CALIFORNIA COVERAGE IS PROVIDED IN THE FOLLOWING COMPANY. A STOCK COMPANY. 01 FIREMAN'S FUND INSURANCE COMPANY

GROUP NUMBER: ENDORSEMENT 6-22-83 SEQUENTIAL ENDORSEMENT NO.

IN THE AUTO DECLARATIONS, THE SCHEDULE OF COVERED AUTOS YOU OWN IS AMENDED AS FOLLOWS:
THE FOLLOWING AUTOS ARE HEREBY ADDED, LIMITS OF LIABILITY STATED ON PAGE ONE OF THE AUTO DECLARATIONS AND IN ANY ENDORSEMENT
FORMING A PART OF THE AUTO POLICY APPLIES TO THE COVERAGES INDICATED BY "X", STATED AMOUNT LIMITS APPLY ONLY WHERE STATED BELOW.

| AUTO MODEL | TRADE NAME, N | DDEL, BODY TYPE, | E E | NAL NAL | AGE C | ISTS | STS | COMPRE | HENSIVE | SPEC | IFIEO RILS | SION | PHY | BINED BICAL NAGE | TOWING |
|--|-----------------|------------------------|--|---------------------|------------------------------|-----------|----------------------------|--|----------------|-----------------|-------------------------|-------------------------------------|-----------------|--------------------------|--------|
| NO. YEAR SIZE TYPE, ID NUMBER, GARAGE LOCATION | | ID NUMBER, LOCATION | BODILY INUIRY PROPERTY DAMAGE MEDICAL MENTS PRESONAL | | MISC NO FAULT COVERAGE | UNINSURED | UNDER INSUREI MOTORI | ACV OR \$ | ecostinut 1 | ACV OR \$ | LESS DEBUCTIBLE F | COLLISION ACY LESS DEDUCTIBLE | ACV OR \$ | LESS DEBUGTIBLE \$ | TOW |
| THE FOLLOWING | AUTOS ARE HE | REBY DELETED FOR | ALL COVE | RAGES | AND L | IMITS | OF L | JABILIT | Y: | | | | | | |
| | | DELETED: | | | | | | | 24 | TO HAD | | | | | 1995年 |
| | ADDI | | INSUR | M . | R FO | | | | 2-81 A | | | NDORSE | MENT | PAYAE AT AU | |
| 5 | | SOUNTERSIGNATURE | OF AUTHO | RIZED A | ENCY | | | The state of the s | | | | 7-1! | 5-83D | A | |
| | TUA | | COV | ERAGE | SOUC. | | | ING. | | _ | | PREMIL | UMS AU | TO # | |
| PIR FACTOR TERRITORY GARAGE LOCA | | | COM | ABINED ND PD | 5 AN | NUAL | | DDITION | | TURN | \$ ANN D | AL ADI | DITIONAL | RETUI | RH |
| CLASS CODE | COST NEW/SYMBOL | | PER | MP CIFIED ILS | | | | | | | 7) | | | | |
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ADDITIONAL INSURED — LESS... (CA 20 01 12 80)

| INSURED | POLICY NUMBER |
|----------------------------------|-------------------|
| ANGELES CHEMICAL CO., INC., ETAL | 2-49 LA 310 07 53 |
| PRODUCER | EFFECTIVE DATE |
| HAX BEHR & ASSOCIATES, THC. | 6-22-43 |

| INSURANCE COMPANY | POLICY NUMBER |
|---|---|
| TREMAN'S FUND INSURANCE COMPANY | 2-49 LA 310 07 53 |
| EFFECTIVE DATE | EXPIRATION DATE |
| 1162 | 1-1-95 |
| ADDITIONAL INSU | IRED (LESSOR) |
| | ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, |
| ECULEVARD RENTAL & LEASING 1890 LONG BEACH BLYDD | |

This endorsement provides only those coverages for which an entry is shown by "X" In the applicable box.

| COVERAGES | | LIMIT | S OF LIABILITY | |
|---|----------------------------|--------|---------------------------|--------------------|
| LIABILITY | EACH F | PERSON | EAC | H ACCIDENT |
| COMBINED BODILY INJURY AND PROPERTY DAMAGE LIABILITY | xxxx | xxxx | \$ | |
| BODILY INJURY LIABILITY | \$ | | \$ | |
| PROPERTY DAMAGE LIABILITY | XXXX | XXXX | . \$ | |
| PERSONAL INJURY PROTECTION (C EQUIVALENT NO-FAULT COVERAGE | E) 4 | | | |
| COMBINED PHYSICAL DAMAGE | ACTUAL CASH V MINUS: \$ | | ST OF REPAIR Covered Auto | WHICHEVER IS LESS; |
| COMPREHENSIVE | ACTUAL CASH V MINUS: \$ | | ST OF REPAIR Covered Auto | WHICHEVER IS LESS; |
| COLLISION | ACTUAL CASH V | | ST OF REPAIR Covered Auto | WHICHEVER IS LESS; |
| SPECIFIED PERILS | ACTUAL CASH V | | ST OF REPAIR Covered Auto | WHICHEVER IS LESS; |

7-15-8304

CORRESPONDS TO ENDT 69

| ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY | Myrow Du Bain | COUNTERSIGNATURE OF AUTHORIZED AGENT | s P |
|--|----------------|--------------------------------------|-----|
| | PRESIDENT 10-X | Dog 1 | |

| COMMERCIAL COVERAGE STORMS |
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| CHANGE ENDORSEMENT |
| PACIFIC CONTRACTOR AND |

| COVERAGE: | GENERAL LIABILITY | G |
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| TITLE | | |
| 17043 | | 9 |
| e de la company | | 10 |
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IF THE FOLLOWING INFORMATION IS NOT COMPLETE, REFER TO THE APPROPRIATE DECLARATIONS ATTACHED TO THE POLICY.

| INSURED | POLICY NUMBER | SEQUENTIAL NO. |
|----------------------------------|-------------------|----------------|
| ANGELES CHEMICAL CO., INC., ETAL | 2-49 LA 310 07 53 | 10 |
| PRODUCER | EFFECTIVE DATE | |
| MAX BEHM & ASSOC., INC. | 12/26/83 | |

DECLARATIONS

| THE PREMIUM FOR THIS POLICY AMENDMENT IS INCLUDED IN THE SPECIFIC AMOUNT IS SHOWN HERE: | E PREMIUM SHOWN ON THE GENERAL DECLARATIONS UNLESS A |
|---|--|
| ADDITIONAL PREMIUM S AT AUDIT | RETURN PREMIUM \$ |

ADDING DWELLINGS-ONE FAMILY (LESSOR'S RISK ONLY) CODE 314-D12-65143-1 LOCATED 25001 VILLA VISTA, MARMOTH LAKES, CA 93546... AMENDING MULTICOVER TO REFLECT ABOVE CHANGE.

AMENDMENT

ONE OF THE COUNTERSIGNATURE OF AOTHOXIZED AGENT PRESIDENT HOXCL

STOCK NO 140519-11-82

COMMERCIAL COVERAGE
BUSINESS AUTO POLICY
GARAGE POLICY
TRUCKERS POLICY
GHANGE OF AUTO ENDORSEMENT

POLICY NUMBER 2-49 LA 310 07 53

NAMED ANGELES CHEMICAL CO., INC.

| FIDEN | IAN'S FUND INSURANCE COMPANIES |
|----------------|--|
| MAILIN | GADDRESS, SAN FRANCISCO CALIFORNIA |
| COVER A STO | AGE IS PROVIDED IN THE FOLLOWING COMPANY (F.) |
| | The state of the s |
| 01 | FIREMAN'S FUND |
| | |

GROUP NUMBER:
ENDORSEMENT
EFFECTIVE PATE: 12/7/83
SEQUENTIAL
ENDORSEMENT NO. 11

IN THE AUTO DECLARATIONS, THE SCHEDULE OF COVERED AUTOS YOU OWN IS AMENDED AS FOLLOWS;
THE FOLLOWING AUTOS ARE HEREBY ADDED, LIMITS OF LIABILITY STATED ON PAGE ONE OF THE AUTO DECLARATIONS AND IN ANY ENDORSEMENT FORMING A PART OF THE AUTO POLICY APPLIES TO THE COVERAGES INDICATED BY "X", STATED AMOUNT LIMITS APPLY ONLY WHERE STATED BELOW.

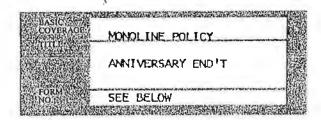
| LUTOMODEL | TRADE NAME, MO | E, MODEL, BODY TYPE, | NAN A | WLT RAGE RISTS | | COMPREHENSIN | | EHENSIVE | SPECIFIED PERILS | | SWM PHY | | MAGE | |
|---|---|--|---|------------------------------|--------------|---------------------------|-----------------|-------------|------------------|----------------|-------------|------------------|----------------|--|
| NO, YEAR | SIZE TYPE GARAGE | , ID NUMBER, E LOCATION | BODILY INCIDERTY DAMAGE MEDICAL PERSONAL | MISC NO FAULT COVERAGE | MOTORISTS | UNDER INSURE MOTOR! | ACV OR \$ | DE DOCTORLE | ACV OR \$ | DEOUCHNEE S | COLL | AGV OR \$ | CE16 | TOWING |
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| THE FOLLOWIN | | EREBY DELETED FOR | ALL COVERAGES | NO LIN | AITS | OF L | IABILIT | TY: | Limberto. | All of reputer | Marieta | Language Section | -Insertes | 100 |
| | AUTOS | DELETED | | | | | | | | | | | | The state of the s |
| UTO LOSS PAY | YEES: EXCEPT FO | OR TOWING ALL PHYSIS MAY APPEAR AT THE | CAL DAMAGE (LO | 56) IS P | AYA | BLE | TO YOL | AND TH | IE LOS | 6 PAYEE | NAMEO | BELOW | AS | |
| | | NG LOSS PAYEE | S COUPE #ISA | JNV58 | 346 8 | EÇ1 | 1300: | 3 | | | | | | |
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| BOTH AS | RESPECTS 1 | 984 JAGUAR XJS | N PREMIUM | | Р | | | | | | NOORSE | | PAYAE | DIT |
| BOTH AS | RESPECTS 1 | 984 JAGUAR XJS | N PREMIUM | | Р | | | | | | NOORSE | MENT | PAYAE | DIT |
| BOTH AS | RESPECTS 1 | 984 JAGUAR XJS | N PREMIUM | GENT | Р | | | | | | NOORSE | MENT | PAYAE | DIT |
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| BOTH AS ADDITION NONE MAX | RESPECTS 1 | RETUR S COUNTERSIGNATURE | N PREMIUM OF AUTHORIZED A | GENT | \$ \$ | PAYA | | UTO # | | | NOORSE U | MENT | PAYAE AY AU | |
| BOTH AS ADDITION NONE MAX PIR FACTOR TERRITORY | RESPECTS 1 | RETUR S COUNTERSIGNATURE | OF AUTHORIZED A AG COVERAGE COMBINED BI AND PD | GENT | \$ \$ | PAYA | BLE ON | UTO # | IVE DA | TE OF EN | NOORSE U | MENT PAYE | PAYAE AY AU | |
| MAX PIR FACTOR TERRITORY GARAGE LOCA | RESPECTS 1 | RETUR S COUNTERSIGNATURE | OF AUTHORIZED A AG COVERAGE COMBINED BI AND PD MEO | GENT | \$ \$ | REM | BLE ON | UTO # | IVE DA | TE OF EN | NOORSE U | MENT PAYE | PAYAE AY AU | |
| MAX PIR FACTOR TERRITORY GARAGE LOCA CLASS CODE | RESPECTS 1 | RETUR S COUNTERSIGNATURE | OF AUTHORIZED A AG COVERAGE COMBINED BI AND PD | GENT | \$ \$ | REM | BLE ON | UTO # | IVE DA | TE OF EN | NOORSE U | MENT PAYE | PAYAE AY AU | |
| MAX PIR FACTOR TERRITORY GARAGE LOCA CLASS CODE | RESPECTS 1 NAL PREMIUM BESHM C ASS ATION | RETUR S COUNTERSIGNATURE | OF AUTHORIZED A AG COVERAGE COMBINED BI AND PD MEO UM | GENT | \$ \$ | REM | BLE ON | UTO # | IVE DA | TE OF EN | NOORSE U | MENT PAYE | PAYAE AY AU | |
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| BOTH AS ADDITION NONE PIR FACTOR TERRITORY GARAGE LOCA CLASS CODE IIN GOST NEW/SYM | RESPECTS 1 NAL PREMIUM BESHM C ASS ATION | RETUR S COUNTERSIGNATURE | COVERAGE COMBINED BI AND PD MEO UM PIP MNF COMP SPECIFIED PERILS | GENT | \$ \$ | REM | BLE ON | UTO # | IVE DA | TE OF EN | NOORSE U | MENT PAYE | PAYAE AY AU | |
| BOTH AS ADDITION NONE PIR FACTOR TERRITORY GARAGE LOCA CLASS CODE IIN GOST NEW/SYM | RESPECTS 1 NAL PREMIUM BESHM C ASS ATION | RETUR S COUNTERSIGNATURE | COVERAGE COMBINED BI AND PD MEO UM PIP MNF COMP SPECIFIED | GENT | \$ \$ | REM | BLE ON | UTO # | IVE DA | TE OF EN | NOORSE U | MENT PAYE | PAYAE AY AU | |

140586-11-82

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|--|---------------|-------------|--------------|---|
| PRODUCER | | | 2 | POLICY NUMBER 2-49 LA 310 07 53 EFFECTIVE DATE |
| INSURANCE C | OMPANY | | | POLICY NUMBER |
| FIREMAN'S FUND | | | | 2-49 LA 310 07 53 |
| EFFECTIVE DATE | | | | EXPIRATION DATE |
| 1/1/82 | | | | 1/1/85 |
| ANGELES CHEMICAL P O BOX 2163 SANTA FE SPRINGS, | , CA 9057 | , ETAL | | |
| BOULEVARD LEASING 1890 LONG BEACH D LONG BEACH, CA | BLVD | INSURED | (LESSOR) | |
| DESIGNATI 1984 JAGUAR XJS C #SAJNV5846EC11300 | on or desi | CRIPTION | OF LEASE | D AUTOS |
| This endorsement provides only those | e coverages | for which a | n entry Is s | shown by ''X'' in the applicable box |
| COVERAGES | | | | S OF LIABILITY |
| LIABILITY | E | ACH PER | SON | EACH ACCIDENT |
| COMBINED BODILY INJURY AND PROPERTY DAMAGE LIABILITY | | XXXXXX | × | \$ 500,000. |
| BODILY INJURY LIABILITY | \$ | | | \$ |
| PROPERTY DAMAGE LIABILITY | , | XXXXXX | X | \$ |
| PERSONAL INJURY PROTECTION EQUIVALENT NO-FAULT COVERAGE | (OR SE) \$ | | | |
| COMBINED | | ASH VALI | JE OR CO | ST OF REPAIR WHICHEVER IS LES |
| PHYSICAL DAMAGE | MINUS: \$ | | For Each | Covered Auto |
| _ | ACTUAL C | ASH VAL | JE OR COS | ST OF REPAIR WHICHEVER IS LES |
| COMPREHENSIVE | MINUS: \$ | 250 | For Each | Covered Auto |
| • | | | JE OR COS | ST OF REPAIR WHICHEVER IS LES |
| COLLISION | | | | Covered Auto |
| | | | | ST OF REPAIR WHICHEVER IS LES |
| SPECIFIED PERILS | MINUS: \$ | | | Covered Auto |
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| ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY | Janu J. Mer | may ham | ÇOU | NTERSBERT AND A TOLERAND A |





IF THE FOLLOWING INFORMATION IS NOT COMPLETE, REFER TO THE APPROPRIATE DECLARATIONS ATTACHED TO THE POLICY.

| INSURED | POLICY NUMBER SEQUEN | TIAL NO. |
|-----------------------------|----------------------|----------|
| ANGELES CHEMICAL CO., INC. | 2-49 LA 310 07 53 12 | |
| PRODUCER | EFFECTIVE DATE | |
| MAX BEHM & ASSOCIATES, INC. | 1/1/84 | |

DECLARATIONS

THE PREMIUM FOR THIS POLICY AMENDMENT IS INCLUDED IN THE PREMIUM SHOWN ON THE GENERAL DECLARATIONS UNLESS A SPECIFIC AMOUNT IS SHOWN HERE:

ADDITIONAL PREMIUM \$ 45,540.

RETURN PREMIUM \$

AMENDED AS FOLLOWS:

MAILING ADDRESS
P O BOX 2163

SANTA FE SPRINGS, CA 90670

REDACTED

AMENDMENT

THESE DECLARATIONS AND FORMS ATTACHED, REPLACE ALL PRIOR DECLARATIONS AND FORMS OF THE POLICY, EXCEPT WORKMAN'S COMPENSATION AND EMPLOYER'S LIABILITY POLICY, IF ANY. FORMS ATTACHED: *

180042(8/68)2 GL00020173 GL00190778 105161(9/83) 105237(7/79 REV) 180001(1/65) 105244(8/80 REV) 140583(11/81 REV) CA99190178 101609(11/82) CA20611280 100904(11/82) CA21020880

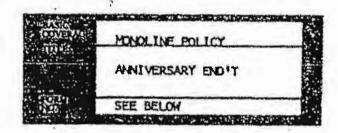
ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY

Jan J hungham

COUNTERSIGNATURE OF AUTHORIZED AGENT

STOCK NO 140519_11-87





IF THE FOLLOWING INFORMATION IS NOT COMPLETE, REFER TO THE APPROPRIATE DECLARATIONS ATTACHED TO THE POLICY,

| INSURED | POLICY NUMBER | SEQUENTIAL NO. |
|-----------------------------|-------------------|----------------|
| ANGELES CHEMICAL CO., INC. | 2-49 LA 310 07 53 | 12 |
| PRODUCER | EFFECTIVE DATE | |
| MAX BEHM & ASSOCIATES, INC. | 1/1/84 | |

DECLARATIONS

| THE PREMIUM POR THIS POLICY AM SPECIFIC AMOUNT IS SHOWN HERE: | ENDMENT IS INCLUDED | IN THE PREMIUM SHOWN ON TO | HE GENERAL DECLARATIONS UNLESS, A |
|---|---------------------|----------------------------|-----------------------------------|
| ADDITIONAL PREMIUM | s 45,540. | RETURN FREMIU | M \$ |

AMENDED AS FOLLOWS:
MAILING ADDRESS
P O BOX 2163
SANTA FE SPRINGS, CA 90670

20年10年1月2日6日

AMENDMENT

THESE DECLARATIONS AND FORMS ATTACHED, REPLACE ALL PRIOR DECLARATIONS AND FORMS OF THE POLICY, EXCEPT WORKMAN'S COMPENSATION AND EMPLOYER'S LIABILITY POLICY, IF ANY. FORMS ATTACHED:

180042(8/68)2
GL00020173
GL00190778
105161(9/83)
105237(7/79 REV)
180001(1/65)
105244(8/80 REV)
140583(11/81 REV)
CA99190178
101609(11/82)
CA20011280
100904(11/82)
CA21020880

FIREMAN'S FUND INSURANCE COMPANIES AL J Manager

COUNTERSIGNATURE OF AUTHORIZED AGENT

| TO ALL DE LA CONTRACTOR D | BORREST HIR STANKE STREET |
|--|---------------------------|
| COMMERCIAL LIAB | ILITY OF STREET |
| COVERAGE | |
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| PROVINCE COVERAGE | and the second second |
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| 90 | 100 | 200 | 6.27 | 100 | CONTRACTOR | 200 | 1. 1 | | rene to | |
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| | | | | | | | | | | |

Comprehensive General Liability, Insurance

These Declarations Are Issued In Conjunction With And Are Part Of Policy Form GI, 00 02, 01, 73.

IF THE FOLLOWING INFORMATION IS NOT COMPLETE, REFER TO THE APPROPRIATE DECLARATIONS ATTACHED TO THE POLICY.

| | POLICY NU | | 05 57 | Nadyae (| TIAL NO. |
|---------------------|------------|---|--|--|---|
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GENERAL LIABILITY COMPOSITE RATED RISK PER COMPOSITE RATE ENDT ATTACHED.

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This Form must be attached to Change Endorsement when issued after the Policy is written.

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| ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAM | IED IN THE POLICY |
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| | PRESIDENT |
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STOCK NO, 5951 (C)-CGL-11-82

COMMERCIAL LIABILITY COVERAGE

GENERAL LIABILITY COVERAGE Bugger to Wales Married Bridge to the

Comprehensive General Liability Insurance

GL 00 02 01 73

POLICY COVERAGE

These policy provisions, together with all applicable terms, conditions and exclusions of the policy and the coverage parts and endorsements made a part hereof by designation in the Declarations, complete the Liability Coverage of this policy.

COVERAGE PART - COMPREHENSIVE GENERAL LIABILITY INSURANCE

1. INSURING AGREEMENT

The Company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of bodily injury or property damage to which this insurance applies, caused by an occurrence, and the Company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the Company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the Company's liability has been exhausted by payment of judgments or settlements.

2. EXCLUSIONS

This insurance does not apply:

- (a) to liability assumed by the insured under any contract or agreement except an incidental contract; but this exclusion does not apply to a warranty of fitness or quality of the named insured's products or a warranty that work performed by or on behalf of the named insured will be done in a workmanliké manner;
- (b) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unlording of (1) any automobile or aircraft owned or operated by or rented or loaned to any insured, or (2) any other automobile or aircraft operated by any person in the course of his employment by any insured; but this exclusion does not apply to the parking of an automobile ou premises owned by, rented to or controlled by the named insured or the ways immediately adjoining, if such automobile is not owned by or rented or loaned to any in-(c) to bodily injury or property damage arising out of (1) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity or (2) the operation or use of any snowmobile or trailer designed for use therewith;

- (d) to bodily injury or property damage arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to any insured;
- (e) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of (1) any watercraft owned or operated by or rented or loaned to any insured, or (2) any other watercraft operated by any person in the course of his employment by any insured; but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the named insured;
- (f) to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, wapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or hody of water; but this exclusion does not apply lf such discharge, dispersal, release or escape is sudden and accidental;
- (g) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to (1) liability assumed by insured under an incidental contract, or (2) expenses for first aid under the Supplementary Payments provision;
- (h) to bodily injury or property damage for which the insured or his indemnitee may be held liable (1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or (2) if not so engaged, as an owner or lessor of premises used for such purposes, if such liability is imposed (i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, or (ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person; but part (ii) of this exclusion does not apply with respect to liability of the insured or his indemnitee as an owner or lessor described in (2) above;

This Endorsement must be attached to Change Endorsement when Issued after the Policy Is written.

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY UXCL PRESIDENT

PAGE ONE OF FOUR

STOCK NO. GE 00 02 01 73

- (i) to any obligation for which the insured or any carrier as his insurer may be held liable under any workers' compensation, unemployment compensation or disability benefits law, or under any similar law;
- (j) to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured or to any obligation of the insured to indemnify another because of damages arising out of such injury; but this exclusion does not apply to liability assumed by the insured under an incidental contract;
- (k) to property damage to (1) property owned or occupied by or rented to the insured, (2) property used by the insured, or (3) property in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control; but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to property damage (other than to elevators) arising out of the use of an elevator at premises owned by, rented to or controlled by the named insured;
- (l) to property damage to premises alienated by the named insured arising out of such premises or any part thereof;
- (m) to loss of use of tangible property which has not been physically injured or destroyed resulting from (1) a delay in or lack of performance by or on behalf of the named insured of any contract or agreement, or (2) the failure of the named insured's products or work performed by or on behalf of the named insured to meet the level of performance, quality, fitness or durability warranted or represented by the named insured; but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the named insured's products or work performed by or on behalf of the uained insured after such products or work have been put to use by any person or organization other than an insured;
- (n) to property damage to the named insured's products arising out of such products or any part of such products;
- (o) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;
- (p) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use to the named insured's products or work completed by or for the named insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein.

3. PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below:

(a) if the named insured is designated in the Declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the named insured with respect to the conduct of such a business;

- (b) if the named insured is designated in the Declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (c) if the named insured is designated in the Declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer. director or stockholder thereof while acting within the scope of his duties as such;
- (d) any person (other than an employee of the named insured) or organization while acting as real estate manager for the named insured; and
- (e) with respect to the operation, for the purpose of locomotion upon a public highway, of mobile equipment registered under any other motor vehicle registration law, (i) an employee of the named insured while operating any such equipment in the course of his employment, and (ii) any other person while operating with the permission of the named insured any such equipment registered in the name of the named insured and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;

provided that no person or organization shall be an insured under this paragraph (e) with respect to: (1) bodily injury to any fellow employee of such person injured in the course of his employment, or (2) property damage to property owned by, rented to, in charge of or occupied by the named insured or the employer of any person described in subparagraph (ii),

This insurance does not apply to bodily injury or property damage arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

4. LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, (3) claims made or suits brought on account of bodily injury or property damage or (4) units of mobile equipment to which this policy applies, the Company's liability is limited as follows:

(a) Separate limits of liability for bodily injury liability and property damage liability.

The total liability of the Company for all damages, including damages for care and loss of services, because of bodily injury sustained by one or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the Declarations as applicable to "each occurrence."

Subject to the above provision respecting "each occurrence," the total liability of the Company for all damages because of (1) all bodily injury included within the completed operations hazard and (2) all bodily injury included within the products hazard shall not exceed the limit of bodily injury liability stated in the Declarations as "aggregate."

The total liability of the Company for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in the Declarations as applicable to "each occurrence."

Subject to the above provision respecting "each occurrence," the total liability of the Company for all damages because of all property damage to which this coverage applies and described in any of the numbered subparagraphs below shall not exceed the limit of property damage liability stated in the Declarations as "aggregate": (1) all property damage arising out of premises or operatious rated on a remuneration basis or contractor's equipment rated on u receipts basis, including property damage for which liability is assumed under any incidental contract relating to such premises or operations, but excluding property damage included in subparagraph (2) below; (2) all property damage arising out of and occurring in the course of operations performed for the named insured by independent contractors and general supervision thereof by the named insured, including any such property damage for which liability is assumed under any incidental contract relating to such operations, but this subparagraph (2) does not include property damage arising out of maintenance or repairs at premises owned by or rented to the named insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures; (3) all property damage included within the products hazard and all property damage included within the completed operations hazard.

Such aggregate limit shall apply separately to the property damage described in subparagraphs (1), (2) and (3) above, and under subparagraphs (1) and (2), separately with respect to each project away from premises owned by or rented to the named insured,

(b) Combined single limit of liability for bodily injury and property damage liability.

The total liability of the Company for all damages under all bodily injury liability and property damage liability coverages of this policy because of bodily injury or property damage sustained by one or more persons or organizations as a result of any one occurrence shall not exceed the limit of liability stated in the Declarations for "each occurrence."

Subject to the above provision respecting "each occurrence," the total liability of the Company for all damages arising out of the products hazard and completed operations hazard shall not exceed the limits of liability stated in the Declarations as "aggregate."

Subject to the above provision respecting "each occurrence," the total liability of the Company for all damages because of all property damage to which the policy applies

(i) arising out of premises or operations rated on a remuneration basis or contractors equipment rated on a receipts basis, including liability assumed under any incidental contract relating to such premises or operations or

(ii) arising out of and occurring in the course of operations, other than maintenance or repairs at premises owned by or rented to the named insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures, performed for the named insured by independent contractors and general supervision thereof by the named insured including liability assumed under any incidental contract relating to such operations

shall not exceed the limit of liability stated in the Declaratious as "aggregate." Said aggregate limit of liability shall apply separately to (i) and (ii) and under each separately to each project away from premises owned by or rented to the named insured,

With respect to any occurrence for which notice of this policy is given in lieu of security or when this policy is certified as proof of financial responsibility for the future under the provisions of the motor vehicle financial responsibility law of any state, province or other territorial jurisdiction, the stated limits of liability as respects each occurrence shall be applied to provide the separate limits of liability required by such law for bodily injury liability and property damage liability to the extent of the coverage required by such law, but the separate application of such limits shall not increase the total limit of the Company's liability.

For the purpose of determining the limit of the Company's liability under (a) or (b) above, all bodily injury and property damage arising out of coutinuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

5. POLICY PERIOD; TERRITORY

This insurance applies only to bodily injury or property damage which occurs during the Policy Period within the policy territory.

6. When used as a premium basis;

"admissions" means the total number of persons, other than employees of the named insured, admitted to the event insured or to events conducted on the premises whether un paid admission tickets, complimentary tickets or passes:

"cost" means the total cost to the named insured with respect to operations performed for the named insured during the policy period by independent contractors of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or subcontractor, including all fees, allowances, bonuses or commissions made, paid or due;

"receipts" means the gross amount of money charged by the named insured for such operations by the named insured or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the named insured collects as a separate

STOCK NO. GL 00 02 01 73

PAGE THREE OF FOUR

item and remits directly to a governmental division;

"remuneration" means the entire remuneration carned during the policy period by proprietors and by all employees of the named insured, other than chauffeurs (except operators of mobile equipment) and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the Company;

"sales" means the gross amount of money charged by the named insured or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair, and includes taxes, other than taxes which the named insured and such others collect as a separate item and remit directly to a governmental division.

SPECIFIED INTEREST ENDORSEMENT POLICY NUMBER 2~49 LA 31.0 07 53 PRODUCER EFFECTIVE DATE

It is agreed that this policy shall not be cancelled nor the coverage thereof reduced

until 10 days

notice of such cancellation or reduction in coverage shall have been sent in writing to:

CONTICO INTERNATIONAL, INC. C/O CONTINENTAL MEG. CO. 1801 NORTH WARSON ROAD ST. LOUIS, MISSOURI 63132

| ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES | Myrow Du Bain | COUNTERSIGNATURE OF AUTHORIZED AGENT |
|---|----------------|--------------------------------------|
| AS NAMED IN THE POLICY | PRESIDENT 10-X | |

180042---8-68

4. 1

SPECIFIED INTEREST ENDORSEMENT PDLICY NUMBER 2-49 LA 310 07 53 PRODUCER PRODUCER

It is agreed that this policy shall not be cancelled nor the coverage thereof reduced

until 30 days

notice of such cancellation or reduction in coverage shall have been sent in writing to:

ANGELES CHEMICAL CO., INC. & STALL TON TANK LINES, INC. 8915 SORENSON AVE SANTA FE SPRINGS, CA 90670

| ONE OF THE | Myro Du Bain | COUNTERSIGNATURE OF AUTHORIZED AGENT |
|---|----------------|--------------------------------------|
| FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY | THE ALL STATE | |
| | PRESIDENT 10-X | |

180042-8-66

COMMERCIAL LIABILITY COVERAGE

GENERAL LIABILITY

Amendatory Endorsement-Additional Definition

GL 00 19 07 78

POLICY AMENDMENT

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

GENERAL LIABILITY INSURANCE AND SMP LIABILITY INSURANCE

It is agreed that the following definition is added:

"loading or unloading", with respect to an automobile, means the handling of property after it is moved from the place where it is accepted for movement into or onto an automobile or while it is in or on an automobile or while it

is being moved from an automobile to the place where it is

finally delivered, but "loading or unloading" does not lociude the movement of property by means of a mechanical device (other than a hand truck) not attached to the automobile.

REDACTED

This Form must be attached to Change Endorsement when issued after the Policy is written,

2-49 LA 310 07 53

CORRESPONDS TO ENDT #12

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY

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COMMERCIAL LIABILITY
COVERAGE

POLICY AMENDMENT

GENERAL LIABILITY

Amendatory Endorsement-Additional Definition

GL 00 19 07 78

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is being moved from an automobile to the place where it is

finally delivered, but "loading or unloading" does not include the movement of property by means of a mechanical device (other than a hand truck) not attached to the automobile.

FEINGURANCE

This Form must be attached to Change Endorsement when issued after the Policy is written.

2-49 LA 310 07 53

CORRESPONDS TO ENDT #12

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY



ADDITIONAL PREMIUM \$.



IF THE FOLLOWING INFORMATION IS NOT COMPLETE, REFER TO THE APPROPRIATE DECLARATIONS ATTACHED TO THE POLICY.

| INSURED | | POLICY NUMBER 2~49 LA 310 07 53 | SEQUENTIAL NO. | |
|-----------------------------|--------------------------------------|------------------------------------|-------------------|--|
| PRODUCER | | EFFECTIVE DATE | | |
| | DECLARATIONS | | | |
| THE PREMIUM FOR THIS POLICY | AMENDMENT IS INCLUDED IN THE PREMIUM | SHOWN ON THE GENERAL DECLA | ARATIONS UNLESS A | |

REDACTED

RETURN PREMIUM \$.

AMENDMENT

AMENDED AS FOLLOWS:

IT IS AGREED THAT MULTI-COVER ENDORSEMENT 105161-09-83 INCLUDES THE FOLLOWING COVERAGE:

PREMISES MEDICAL PAYMENTS LIMIT OF LIABILITY: \$1,000. EACH PERSON (UNLESS OTHERWISE INDICATED HEREIN).

| | The second secon |
|--|--|
| ONE OF THE | COUNTERSIGNATURE OF AUTHORIZED AGENT |
| FIREMAN'S FUND INSURANCE COMPANIES | |
| AS NAMED IN THE POLICY PRESIDENT TOXCL | |

COMMERCIAL COVERAGE

GENERAL LIABILITY CONV

General Liability Multi-Cover*

105161-09-83

POLICY AMENDMENT

IF THE FOLLOWING INFORMATION IS NOT COMPLETE, REFER TO THE APPROPRIATE DECLARATIONS ATTACHED TO THE POLICY,

| INSURED . | POLICY NUMBER | SEQUENTIAL NO | |
|---|----------------|----------------|--|
| PRODUCEA | EFFECTIVE DATE | | |
| DECLARATIONS | | | |
| PERSONAL INJURY AND ADVERTISING LIABILITY AGGREGATE LIMIT SHALL BE THE PER OCCURRENCE BODILY INJURY LIABILITY LIMIT UNLESS OTHERWISE INDICATED HEREIN | 3 .00 | XX AGGREGATE | |
| PREMISES MEDICAL PAYMENTS COVERAGE LIMIT OF LIABILITY \$1,000 EACH PERSON | | MA PACIA DESCO | |

Such insurance as is afforded by the Policy for Comprehensive General Liability Insurance or Storekeeper's Insurance is amended to include the following additions and extensions of coverage:

I. CONTRACTUAL LIABILITY COVERAGE

- (A) The definition of incidental contract is extended to include any oral or written contract or agreement relating to the conduct of the named insured's business.
- (B) The insurance afforded with respect to liability assumed under an incidental contract is subject to the following additional exclusions:
- (1) to bodily injury or property damage for which the insured has assumed liability under any incidental contract, if such injury or damage occurred prior to the execution of the incidental contract;
- (2) if the insured is an architect, engineer or surveyor, to bodily injury or property damage arising out of the rendering of or the failure to render professional services by such insured, including
- (a) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, and
- (b) supervisory, inspection or engineering services;

- (3) if the indemnitee of the insured is an architect, engineer or surveyor, to the liability of the indemnitee, his agents or employees, arising out of
- (a) the preparation or approval of or the failure to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or
- (b) the giving of or the failure to give directions or instructions by the indemnitee, his agents or employees, provided such giving or failure to give is the primary cause of the bodily injury or property damage;
- (4) to any obligation for which the insured may be held liable in an action on a contract by a third party beneficiary for bodily injury or property damage arising out of a project for a public authority; but this exclusion does not apply to an action by the public authority or any other person or organization engaged in the project;
- (5) to hodily injury or property damage arising out of construction or demolition operations, within 50 feet of any railroad property, and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing; but this exclusion does not apply to sidetrack agreements, or easement or license agreements in connection with vehicle or pedestrian private railroad crossings at grade.
- (C) The following exclusions applicable to Coverages A (Bodily Injury) and B (Property Damage) do not apply to

PRESIDENT

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This Form must be attached to Change Endorsement when kaned after the Policy is written.

ONE OF THE FOLEMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY

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STOCK NO. 105161-09-83

STOCK NO. (85161--09-43

- this Contractual Liability Coverage: (b), (c) (2), (d) and (e),
- (D) the following additional condition applies:

Arbitration

The company shall be entitled to exercise all of the insured's rights in the choice of arbitrators and in the conduct of any arbitration proceeding.

2. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY COVERAGE

- (A) The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of personal injury or advertising injury to which this insurance applies, sustained by any person or organization and arising out of the conduct of the named insured's business, within the policy territory, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such injury, even if any of the allegations of the suit are groundless, faise or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.
- (B) This insurance does not apply:
- (1) to liability assumed by the insured under any contract or agreement;
- (2) to personal injury or advertising injury arising out of the wifful violation of a penal statute or ordinance committed by or with the knowledge or consent of the insured;
- (3) to personal injury or advertising injury arising out of a publication or utterance of a libel or slander, or a publication or utterance in violation of an individual's right of privacy, if the first injurious publication or utterance of the same or similar material by or on behalf of the named insured was made prior to the effective date of this insurance;
- (4) to personal lajury or advertising injury arising out of libel or slander or the publication or utterance of defamatory or disparaging material concerning any person or organization or goods, products or services, or in violation of an individual's right of privacy, made by or at the direction of the insured with knowledge of the falsity thereof:
- (5) to personal injury or advertising injury arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in the declarations of the policy as a named insured;
- (6) to advertising injury arising out of
- (a) failure of performance of contract, but this exclusion does not apply to the unauthorized appropriation of ideas based upon alleged breach of implied contract, or

- (b) infringement of trademark, service mark or trade name, other than titles or slogans, by use thereof on or in connection with goods, products or services sold, offered for sale or advertised, or
- (c) incorrect description or mistake in advertised price of goods, products or services sold, offered for sale or advertised;
- (7) with respect to advertising injury
- (a) to any insured in the business of advertising, broadcasting, publishing or telecasting, or
- (b) to any injury arising out of any act committed by the insured with actual malice.

(C) Limits of Liability

Regardless of the number of (1) insureds hereunder, (2) persons or organizations who sustain injury or damage, or (3) claims made or suits brought on account of personal injury or advertising injury, the total limit of the company's liability under this coverage for all damages shall not exceed the limit of liability stated in this endorsement as "aggregate".

(D) Additional Definitions

- "Advertising Injury" means injury arising out of an offense committed during the policy period occurring in the course of the named insured's advertising activities, if such injury arises out of libel, slander, defamation, violation of right of privacy, piracy, unfair competition, or infringement of copyright, title or slogan.
- "Personal Injury" means injury arising out of one or more of the following offenses committed during the policy period:
- (1) false arrest, detention, imprisonment, or malicious prosecution;
- (2) wrongful entry or eviction or other invasion of the right of private occupancy;
- (3) a publication or atterance
- (a) of a libel or slander or other defamatory or disparaging ... material, or
- (b) in violation of an individual's right of privacy;

except publications or utterances in the course of or related to advertising, broadcasting, publishing or telecasting activities conducted by or on behalf of the named lasured shall not be deemed personal injury.

3. PREMISES MEDICAL PAYMENTS COVERAGE

The company will pay to or for each person who sustains bodily injury caused by accident all reasonable medical expense incurred within one year from the date of the accident on account of such bodily injury, provided such bodily injury arises out of (a) a condition in the insured premises, or (b) operations with respect to which the named insured is afforded coverage for bodily injury liability under the policy.

This insurance does not apply:

- (A) to bodily injury
- (1) arising out of the ownership, maintenance, operation, use, loading or unloading of
- (a) any automobile or aircraft owned or operated by or rented or loaned to any insured, or
- (b) any other automobile or aircraft operated by any person in the course of his employment by any losured;

but this exclusion does not apply to the parking of an automobile on the insured premises, if such automobile is not owned by or rented or loaned to any insured;

(2) arising out of

- (a) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity, or
- (b) the operation or use of any snowmobile or trailer designed for use therewith;
- (i) owned or operated by or rented or loaned to any insured, or
- (ii) operated by any person in the course of his employment by any insured;
- (3) arising out of the ownership, maintenance, operation, use, loading or unloading of
- (a) any watercraft owned or operated by or rented or loaned to any insured, or
- (b) any other watercraft operated by any person in the course of his employment by any insured;

but this exclusion does not apply to watercraft while ashore on the insured premises;

 (4) arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to the named insured;

(B) to bodlly injury

- included within the completed operations hazard or the products hazard;
- (2) arising out of operations performed for the named insured by independent contractors other than
- (a) maintenance and repair of the insured premises, or
- (b) structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;
- (3) resulting from the selling, serving or giving of any alcoholic beverage
- (a) in violation of any statute, ordinance or regulation,
- (b) to a minor.
- (c) to a person under the influence of alcohol, or

STOCK NO. 105141-09-83

- (d) which causes or contributes to the intoxication of any person.
- if the named lasured is a person or organization engaged in the business of manufacturing, restributing, selling or serving alcoholic beverages, or if not so engaged, is an owner or lessor of premises used for such purposes, but only part (a) of this exclusion (B) (3) applies when the named insured is such an owner or lessor:
- (4) due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;

(C) to bodily injury

- (1) to the named insured, any partner thereof, any tenant or other person regularly residing on the insured premises or any employee of any of the foregoing if the bodily injury arises out of and in the course of his employment therewith;
- (2) to any other tenant if the bodily injury occurs on that part of the insured premises rented from the named insured or to any employee of such a tenant if the bodily injury occurs on the tenant's part of the insured premises and arises out of and in the course of his employment for the tenant:
- (3) to any person while engaged in maintenance and repair of the lasured premises or alteration, demolition or new construction at such premises;
- (4) to any person if any benefits for such bodily injury are payable or required to be provided under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (5) to any person practicing, instructing or participating in any physical training, sport, athletic activity or contest whether on a formal or informal basis;
- (6) If the named insured is a club, to any member of the named insured;
- (7) if the named insured is a hotel, motel, or tourist court, to any guest of the named insured;
- (D) to any medical expense for services by the named insured, any employee thereof or any person or organization under contract to the named insued to provide such services.

LIMITS OF LIABILITY

The limit of liability for Premises Medical Payments Coverage is \$1,000 each person unless otherwise stated in the schedule of this endorsement. The limit of liability applicable to "each person" is the limit of the company's liability for all medical expense for bodily injury to any one person as the result of any one accident; but subject to the above provision respecting "each person", the total liability of the company under Premises Medical Payments Coverage for all medical expense for bodily injury to two or more persons as the result of any one accident shall not exceed the limit of bodily injury liability stated in the policy as applicable to "each occurrence".

STOCK NO. 105141-01-13

When more than one medical payments coverage afforded by the policy applies to the loss, the company shall not be liable for more than the amount of the highest applicable limit of liability.

ADDITIONAL DEFINITIONS

When used herein:

"Insured premises" means all premises owned by or rented to the named insured with respect to which the named insured is afforded coverage for bodily injury liability under this policy, and includes the ways immediately adjoining on land;

"medical expense" means expenses for necessary medical, surgical, x-ray and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services.

ADDITIONAL CONDITION

Medical Reports; Proof and Payment of Claim

As soon as practicable the injured person or someone on his behalf shall give to the company written proof of claim, under oath if required, and shall, after each request from the company, execute authorization to enable the company to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by the company when and as often as the company may reasonably require. The company may pay the injured person or any person or organization rendering the services and the payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute an admission of liability of any person or, except hereunder, of the company.

4. HOST LIQUOR LAW LIABILITY COVERAGE

Exclusion (h) does not apply with respect to liability of the insured or his indemnitee arising out of the giving or serving of aicoholic beverages at functions incidental to the named insured's business, provided the named insured is not engaged in the business of manufacturing, distributing, selling or serving of alcoholic beverages.

5. FIRE AND/OR EXPLOSION LEGAL LIABILITY COVERAGE—REAL PROPERTY

With respect to property damage to structures or portions thereof rented to or leased to the named insured, including fixtures permanently attached thereto, if such property damage arises out of fire or explosion

(A) All of the exclusions of the policy, other than the Nuclear Energy Liability Exclusion (Broad Form), are deleted and replaced by the following:

This insurance does not apply to liability assumed by the insured under any contract of agreement.

(B) The limit of property damage liability as respects this Fire and/or Explosion Legal Liability Coverage—Real Property is \$50,000 each occurrence unless otherwise stated in the schedule of this endorsement.

(C) The Fire and/or Explosion Legal Liability Coverage—Real Property shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof), available to the insured, such as, but not limited to, Fire, Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage, and the Other Insurance Condition of the policy is amended accordingly.

6. BROAD FORM PROPERTY DAMAGE LIABILITY COVERAGE (Including Completed Operations)

The insurance for property damage liability applies, subject to the following additional provisions:

- (A) Exclusions (k) and (o) are replaced by the following:
- (1) to property owned or occupied by or rented to the insured, or, except with respect to the use of elevators, to property held by the insured for sale or entrusted to the insured for storage or safekceping;
- (2) except with respect to liability under a written sidetrack agreement or the use of elevators
- (a) to property while on premises owned by or rented to the insured for the purpose of having operations performed on such property by or on behalf of the insured,
- (b) to tools or equipment while being used by the insured in performing his operations,
- (c) to property in the custody of the insured which is to be installed, erected or used in construction by the insured,
- (d) to that particular part of any property, not on premises owned by or rented to the insured,
- (i) upon which operations are being performed by or on behalf of the insered at the time of the property damage arising out of such operations, or
- (ii) out of which any property damage arises, or
- (iii) the restoration, repair or replacement of which has been made or is necessary by reason of faulty workmanship thereon by or on behalf of the insured;
- (3) with respect to the completed operations hazard and with respect to any classification stated in the policy or in the company's manual as "including completed operations", to properly damage to work performed by the named insured arising out of such work or any portion thereof, or out of such materials, parts or equipment furnished in connection therewith.
- (B) The Broad Form Property Damage Liability Coverage shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof) available to the insued, such as, but not limited to, Fire, Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage, and the Other Insurance Condition of the policy is amended accordingly.

7. INCIDENTAL MEDICAL MALPRACTICE LIABILITY COVERAGE

The definition of bodily Injury is amended to include Incidental Medical Malpractice Injury.

Incidental Medical Malpractice Injury means injury arising out of the rendering of or failure to render, during the policy period, the following services:

- (A) medical, surgical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith, or
- (B) the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.

This coverage does not apply to:

- (1) expenses incurred by the Insured for first-aid to others at the time of an accident and the "Supplementary Payments" provision and the "Insured's Duties in the Event of Occurrence, Claim or Suit" Condition are amended accordingly;
- (2) any insured engaged in the business or occupation of providing any of the services described under 7 (A) and (B) above;
- (3) injury caused by any indemnitee if such indemnitee is engaged in the business or occupation of providing any of the services described under 7 (A) and (B) above.

8. NON-OWNED WATERCRAFT LIABILITY COVER-AGE (33 feet and under in length)

Exclusion (e) does not apply to any watercraft 33 feet and under in length provided such watercraft is neither owned by the named insured nor being used to carry persons or property for a charge.

Where the insured is, irrespective of this coverage, covered or protected against any loss or claim which would otherwise have been paid by the company under this endorsement, there shall be no contribution or participation by this company on the basis of excess, contributing, deficiency, concurrent, or double insurance or otherwise.

9. LIMITED WORLDWIDE LIABILITY COVERAGE

The definition of policy territory is amended to include the following:

(4) Anywhere in the world with respect to bodily injury, property damage, personal injury or advertising injury arising out of the activities of any insured permanently domicited in the United States of America though temporarily outside the United States of America, its territories and possessions or Canada, provided the original suit for damages because of any such injury or damage is brought within the United States of America, its territories or possessions or Canada.

Such insurance as is afforded by paragraph (4) above shall not apply:

- (a) to bodily injury or property damage included within the completed operations hazard or the products hazard;
- (b) to Premises Medical Payments Coverage.

STOCK NO. 105141--07-43

10. ADDITIONAL PERSONS INSURED

As respects bodily injury, property damage and personal injury and advertising injury coverages, under the provision "Persons Insured", the following are added as insureds:

- (A) Spouse—Partnership—If the named insured is a partnership, the spouse of a partner but only with respect to the conduct of the business of the named insured:
- (B) Employee—Any employee (other than executive officers) of the named insured while acting within the scope of his duties as such, but the insurance afforded to such employee does not apply:
- to bodily injury or personal injury to another employee of the samed insured arising out of or in the course of his employment;
- (2) to personal injury or advertising injury to the named insured or, if the named insured is a partnership or joint venture, any partner or member thereof, or the spouse of any of the foregoing;
- (3) to property damage to property owned, occupied or used by, rented to, in the care, custody or control of or over which physical control is being exercised for any purpose by another employee of the named insured, or by the named insured or, if the named insured is a partnership or joint venture, by any partner or member thereof or by the spouse of any of the foregoing.

11. AMENDMENT OF OCCURRENCE DEFINITION

The definition of occurrence includes any intentional act by or at the direction of the insured which results in bodily injury, if such injury arises solely from the use of reasonable force for the purpose of protecting persons or property.

12. AUTOMATIC COVERAGE—NEWLY ACQUIRED ORGANIZATIONS (90 DAYS)

The word Insured shall include as named insured any organization which is acquired or formed by the named insured and over which the named Insured maintains ownership or majority interest, other than a joint venture, provided this insurance does not apply to bodily injury, property damage, personal injury or advertising injury with respect to which such new organization under this policy is also an insured under any other similar liability or indemnity policy or would be an insured under any such policy but for exhaustion of its limits of liability. The insurance afforded hereby shall terminate 90 days from the date any such organization is acquired or formed by the named insured.

IJ. INSURED'S DUTIES IN THE EVENT OF OCCUR-RENCE, CLAIM OR SUIT

Paragraphs (a) and (b) of the condition entitled "Insured's Duties in the Event of Occurrence, Claim or Suit" are deleted and replaced by the following:

PAGE FIVE OF SIX

(A) In the event of an occurrence, written notice containing particulars sufficient to identify the insured, and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to the company or any of its authorized agents as soon as practicable after knowledge of such occurrence is had by the named insured, if an individual; by a partner, if the named insured is a partnership; or by an executive officer or insurance manager, if the named insured is a corporation.

(B) If a claim is made or suit is brought against the insured, every demand, notice, summons or other process received by the insured or it's representative shall be immediately forwarded to the company; however, this condition will not be considered breached unless failure to forward such demand, notice, summons or other process to the company occurs after knowledge of such is had by the named insured, if an individual; by a partner, if the named insured is a partnership; or by an executive officer or insurance manager, if the named insured is a corporation.



GENERAL LIABILITY

Additional Insured (Vendors-Broad Form)

105237-07-79, REV.

IF THE FOLLOWING INFORMATION IS NOT COMPLETE, REFER TO THE APPROPRIATE DECLARATIONS ATTACHED TO THE POLICY.

| INSURED | POLICY NUMBER SEQUENTIAL NO. |
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DECLARATIONS

DESIGNATED YENDOR

STANDARD BRANDS 4300 W. 190TH STREET TORRANCE, CA 90509

REDACTED

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY KELATING TO THE FOLLOWING: COMPREHENSIVE GENERAL LIABILITY INSURANCE -COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE

It is agreed that the "Persons Insured" provision is amended to include as an insured the person or organization designated in the Declarations as vendor subject to the following provisions:

- a. The insurance applies only to the distribution or sale by the vendor of the named insured's products and then only to any liability arising out of the named insured's negligence or any defect or condition in such product existing when such product was relinquished by the named insured to the vendor.
- b. The insurance with respect to the vendor does not apply to any liability arising out of:
- (1) Any express warranty unauthorized by the named insured;
- (2) Any repacking of the product unless solely for the purpose of inspection, demonstration, testing or the substitu-

tion of parts under instructions from the named insured and then repacked in the original container;

- (3) Any product which after distribution or sale by the named insured has been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor:
- (4) Any failure to maintain the produce in merchantable condition;
- (5) Any physical or chemical change in the form of the product made intentionally by the vendor.
- c. The insurance does not apply to any person or organization as insured from whom the named insured has acquired such product or any ingredient, part or container, entering into, accompanying or containing such product.

This Form must be attached to Change Endorsement when issued after the Policy is written.

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY.

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY.

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STOCK NO. 105237-07-79 REV. --





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DECLARATIONS

STANDARD BRANDS 4300 W. 190TH STREET TORRANCE, CA 90509

PULLER

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING: COMPREHENSIVE GENERAL LIABILITY INSURANCE—COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE

It is agreed that the "Persons Insured" provision is amended to include as an insured the person or organization designated in the Declarations as vendor subject to the following provisions:

- a. The insurance applies only to the distribution or sale by the vendor of the named insured's products and then only to any liability arising out of the named insured's negligence or any defect or condition in such product existing when such product was relinquished by the named insured to the vendor.
- b. The insurance with respect to the vendor does not apply to any liability arising out of:
- (1) Any express warranty unauthorized by the named insured;
- (2) Any repacking of the product unless solely for the purpose of inspection, demonstration, testing or the substitu-

tion of parts under instructions from the named insured and then repacked in the original container;

- (3) Any product which after distribution or sale by the named insured has been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor:
- (4) Any failure to maintain the produce in merchantable condition:
- (5) Any physical or chemical change in the form of the product made intentionally by the vendor.
- c. The insurance does not apply to any person or organization as insured from whom the named insured has acquired such product or any ingredient, part or container, entering into, accompanying or containing such product.

This Form must be attached to Change Endorsement when issued after the Policy is written.

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY

STOCK NO. INSTIT_AT.70 REV

| INSURED | | POLICY NUMBER | |
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| PRODUCER | | EFFECTIVE DATE | |

IT IS UNDERSTOOD AND AGREED THAT THE PREMIUM FOR THE COMPREHENSIVE GENERAL LIABILITY, AND BUSINESS AUTO PORTION OF THIS POLICY FOR THE PERIOD OF 1/1/84 TO 1/1/85 SHALL BE DETERMINED BY APPLICATION OF THE FOLLOWING COMPOSITE RATE PER \$1,000. OF GROSS RECEIPTS AS DEFINED IN THE MANUAL OF LIABILITY INSURANCE.

ESTIMATED RECEIPTS \$15,000,000.

TOTAL DEPOSIT \$ 45,540.

PREMIUMS
COMPOSITE RATE: LIABILITY OBI: .896 13,440.

OPD: .668 10,020.
AUTO LIABILITY ABI & APD: 1.073 16,095.
PHYSICAL DAMAGE: .399 5,985.
3.036 \$45,540.

IT IS AGREED THE MINIMUM PREMIUM FOR THE COMPOSITE RATED PORTIONS OF THIS

CODES

.4592.

4592.

324-70050

ANNUAL MINUMUM PREMIUM: \$37,500.

ONE OF THE
FIREMAN'S FUND INSURANCE COMPANIES
AS NAMED IN THE POLICY

POLICY SHALL BE:

Janua J. Kemaghan PRESIDENT 10. CORRESPONDS TO FNDT #12

180001-1-65

COMMERCIAL LIABILITY COVERAGE

POLICY AMENDMENT

GENERAL LIABILITY

Amendment of Policy-Additional Condition

105244-08-80 REV

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

ALL INSURANCE OTHER THAN AUTOMOBILE

It is agreed that the following condition is added:

Two or More Policies. If this policy and any other policy issued to the named insured by the Company named in this policy or any company affiliated with the Company named in this policy apply to the same occurrence, the aggregate maximum limit of liability under all the policies shall not

exceed the highest applicable ling it of liability under any one policy. This condition does not apply to any policy issued by the Company named in this policy or any company affiliated with the Company named in this policy specifically to apply as excess insurance over this policy.

This Endorsement must be attached to Change Endorsement when issued after the Policy is written.

2-49 LA 310 07 53

CORRESPONDS TO EMDT \$12

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY

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STOCK NO. 105244--08-80 REV.



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COMMERCIAL AUTOMOBILS
COVERAGE

BUSINESS AUTO POLICY
DECLARATIONS

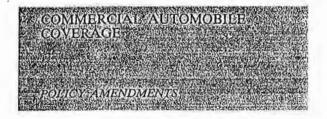
POLICY COVERAGE

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BUSINESS AUTO POLICY GARAGE POLICY TRUCKERS POLICY Supplementary State Endorsements

IF THE FOLLOWING INFORMATION IS NOT COMPLETE, REFER TO THE APPROPRIATE DECLARATIONS ATTACHED TO THE POLICY.

| INSURED | POLICY NUMBER SEQUENTIAL NO. |
|----------|------------------------------|
| | 2-49 LA 310 07 53 |
| PRODUCER | EFFECTIVE DATE |
| | |

DECLARATIONS

ONLY THOSE ENDORSEMENTS APPLY FOR WHICH AN "X" IS ENTERED IN THE APPLICABLE BOX.

| BUSINESS AUTO POLICY | GARAGE POLICY | TRUCKERS' POLICY | REDACTED |
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| X | | | AMENDMENT OF PART IY—LIABILITY INSURANCE—CALIFORNIA (BUSINESS AUTO POLICY AND TRUCKERS' POLICY) (10090411-82) |
| X | | | CHANGES IN UNINSURED MOTORISTS INSURANCE (CA 21 02 08 80) |
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| | | | • AMENDMENT OF PART IV—LIABILITY INSURANCE—CALIFORNIA (GARAGE POLICY) (101610—1)-82) |
| | | | ◆ CALIFORNIA PUBLIC SCHOOLS AND COMMUNITY COLLEGE ENDORSEMENT (101611—11-82) |
| | | | EXCLUSION OF NAMED DRIVER—CALIFORNIA (101612—11-82) NAMED INDIVIDUAL(S); |
| | | | ACCEPTED BY |
| | | | LEASING OR RENTAL CONCERNS—CONTINGENT COVERAGE—CALIFORNIA (CA 20 26 06 81) |
| | | | LIMIT OF LIABILITY 5 |
| | | | INDIVIDUAL NAMED INSURED—SUPERIOR AUTO COVERAGE (101601—11-82) |
| | | | • INDIVIDUAL NAMED INSURED-REGULAR AUTO COVERAGE (10160211-82) |

This Form must be attached to Change Endorsement when Issued after the Policy is written.

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COMMERCIAL AUTOMOBILE COVERAGE

BUSINESS AUTO POLICY.... TO COMPANY OF THE PROPERTY OF

POLICY CO**VERAGE**

POLICY COVERAGE

140583-11-81 (REV.)

These self-contained policy provisions, together with other applicable terms, conditions, exclusions, coverage parts and endors ments of this policy with the contained policy provisions. dorsements of this policy which are a part of this policy by designation in the Declarations, complete the Auto coverage provided by this policy. The premium is included in the Declarations of this Policy.

BUSINESS AUTO POLICY

In return for the payment of the premium and subject to all the terms of this policy and the coverages and endorsements which are a part of this policy by designation in the Declarations, we agree with you as follows:

PART I — WORDS AND PHRASES WITH SPECIAL MEANING — READ THEM CAREFULLY

The following words and phrases have special meaning throughout this policy and appear, other than in the Declarations, in boldface type when used.

- A, "You" and "your" mean the person or organization shown as the named insured in ITEM ONE of the Declara-
- B. "We", "us" and "our" mean the company providing
- C. "Accident" includes continuous or repeated exposure to the same conditions resulting in bodily injury or property damage the insured neither expected nor intended.
- D. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads but does not inciude mobile equipment.
- E. "Bodily injury" means bodily injury, sickness or disease resulting from any of these.
- F. "Insured" means any person or organization qualifying as an insured in the WHO IS INSURED section of the applicable insurance. Except with respect to our limit of liability, the insurance afforded applies separately to each insured who is seeking coverage or against whom a claim is made or suit is brought.
- G. "Loss" means direct and accidental damage or loss.
- H. "Mobile equipment" means any of the following type of land vehicles:
- 1. Specialized equipment such as: Bulldozers; Power shovels; Rollers, graders or scrapers; Farm machinery; Cranes; Street sweepers or other cleaners; Diggers; Forklifts; Pumps; Generators; Air Compressors; Drills; Other similar equipment.
- Vehicles designed for use principally off public roads.
- 3. Vehicles maintained solely to provide mobility for such specialized equipment when permanently attached.
- Vehicles not required to be licensed.
- 5. Autos maintained for use solely on your premises or that

part of roads or other accesses that adjoin your premises.

I. "Property damage" means damage to or loss of use of tangible property.

- J. "Trailer" includes semitrailer.
- K. "Description of Covered Auto Designation Symbols" when shown in Item Two of the Declarations means:

SYMBOL

DESCRIPTION

- ANY AUTO.
- = OWNED AUTOS ONLY.* Only those autos you own (and for liability coverage any trailers you don't own while attached to power units you own). This includes those autos whose ownership you acquire after the policy begins.
- = OWNED PRIVATE PASSENGER AUTOS ONLY.* Only the private passenger autos you own. This includes those private passenger autus whose ownership you acquire after the policy
- OWNED AUTOS OTHER THAN PRIVATE PASSENGER AUTOS,* Only those autos you own which are not of the private passenger type (and for liability coverage any trailers you don't own while attached to power units you own). This includes those autos, not of the private passenger type, whose ownership you acquire after the policy begins.
- OWNED AUTOS SUBJECT TO NO-FAULT.* Only those autos you own which are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those autos whose ownership you acquire after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.
- OWNED AUTOS SUBJECT TO A COMPUL-SORY UNINSURED MOTORISTS LAW.*

This Form must be attached to Change Endorsement when issued after the Policy is written.

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY MACE PRESIDENT

PRESIDENT PAGE ONE OF EIGHT

STOCK NO. 140583-11-81 (REV.)

SYMBOL.

DESCRIPTION

Only those autos you own which, because of the law in the state where they are licensed or principally garaged, are required to have and cannot reject uninsured motorists insurance. This includes those autos whose ownership you acquire after the policy begins provided they are subject to the same state uninsured motorists requirement.

- 7 = SPECIFICALLY DESCRIBED AUTOS. Only those autos described in ITEM FOUR (and for liability coverage any trailers you don't own while attached to any power unit described in ITEM FOUR).
- 8 = HIRED AUTOS ONLY. Only those autos you lease, hire, rent or borrow. This does not include any auto you lease, hire, rent or borrow

SYMBOL

DESCRIPTION

from any of your employees or members of their households.

- 9 = NONOWNED AUTOS ONLY. Only those autos you do not own, lease, hire or borrow which are used in connection with your business. This includes autos owned by your employees or members of their households but only while used in your business or your personal affairs.
- 10 = Any other AUTOS. Only those specifically described in the covered auto description in ITEM TWO of the Declarations.

*Owned Autos include an auto leased to you under a leasing agreement of one year or more, including any substitute or replacement, for which the leasing agreement requires you to provide primary insurance for the lessor.

PART H $\frac{2}{T_{bb}^2}$ WHICH AUTOS ARE COVERED AUTOS

A. ITEM TWO in the Declarations shows the symbols of the autos that are covered autos for each of your coverages. The numerical symbols explained in PART 1.K. describe which autos are covered autos. The symbols entered next to a coverage designate the only autos that are covered autos.

B. OWNED AUTOS YOU ACQUIRE AFTER THE POLICY BEGINS.

- 1. If symbols "1", "2", "3", "4", "5" or "6" are entered next to a coverage in ITEM TWO, then you already have coverage for autos of the type described until the policy ends.
- 2. But, if symbol "7" is entered next to a coverage in ITEM TWO, an auto you acquire will be a covered auto for that coverage only if:

- a. We already insure all autos that you own for that coverage or it replaces an auto you previously owned that had that coverage; and
- b. You tell us within 30 days after you acquire if that you want us to insure it for that coverage.

C. CERTAIN TRAILERS AND MOBILE EQUIPMENT.

If the policy provides liability insurance, the following types of vehicles are covered autos for liability insurance:

- 1. Trailers with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
- 2. Mobile equipment while being carried or towed by a covered autu.

PART III - WHERE AND WHEN THIS POLICY COVERS

We cover accidents and losses which occur during the policy period:

A. In the United States of America, its territories or posses-

sions, Pnerto Rico or Canada; or

B. While the covered auto is being transported between any of these places.

PART IV - LIABILITY INSURANCE

A. WE WILL PAY,

- 1. We will pay all sums the insured legally must pay as damages because of bodily injury or property damage to which this insurance applies, caused by an accident and resulting from the ownership, maintenance or use of a covered auto.
- 2. We have the right and duty to defend any suit asking for these damages. However, we have no duty to defend suits for bodily injury or properly damage not covered by this policy. We may investigate and settle any claim or suit as we consider appropriate. Our payment of the LIABILITY INSURANCE limit ends our duty to defend or settle.

B. WE WILL ALSO PAY.

In addition to our limit of liability, we will pay for the insured:

- 1. Up to \$250 for cost of bail bonds (including bonds for related traffic law violations) required because of an accident we cover. We do not have to furnish these bonds.
- Premiums on appeal bonds in any suit we defend,
- 3. Premiums on bonds to release attachments in a suit we defend but only for bonds up to our limit of liability.
- 4. All costs taxed to the insured in a suit we defend.
- 5. All interest accruing after the entry of the judgment in a

suit we defend. Our duty to pay interest ends when we pay or tender our limit of liability.

- 6. Up to \$50 a day for loss of earnings (but not other income) because of attendance at hearings or trials at our request.
- 7. Other reasonable expenses incurred at our request.

C. WE WILL NOT COVER - EXCLUSIONS.

This insurance does not apply to:

- 1. Liability assumed under any contract or agreement.
- 2. Any obligation for which the insured or his or her insurer may be held liable under any workers' compensation or disability benefits law or under any similar law.
- 3. Any obligation of the **insured** to indemnify another for damages resulting from **bodily** injury to the insured's employee.
- 4. Bedily injury to any fellow employee of the insured arising out of and in the course of his or her employment.
- 5. Bodily injury to any employee of the insured arising out of and in the course of his or her employment by the insured. However, this exclusion does not apply to bodily injury to domestic employees not entitled to workers' compensation benefits.
- 6. Property dumage to property owned or transported by the insured or in the lusured's care, custody or control.
- 7. Bodily injury or property damage resulting from the handling of property:
- a. Before it is moved from the place where it is accepted by the insured for inovement into or onto the covered auto, or
- h. After it is moved from the covered auto to the place where it is finally delivered by the insured.
- 8. Bodily injury or property damage resulting from the movement of property by a mechanical device (other than a hand truck) not attached to the covered auto.
- 9. Bodily injury or property damage caused by the dumping, discharge or escape of irritants, pollutants or contaminants. This exclusion does not apply if the discharge is sudden and accidental.

D. WHO IS INSURED.

- 1. You are an insured for any covered auto.
- 2. While any covered auto is rented or leased to you and is being used by or for you, its owner or anyone else from whom you rent or lease it is an insured but only for that covered auto. However, that covered auto's owner or anyone else from whom it is rented or leased is not an insured for liability resulting from defects or faulty workmanship.
- Anyone else is an insured while using with your permission a covered auto you own, hire or borrow except:
- a. The owner of a covered auto you hire or borrow from

one of your employees or a member of his or her household.

- b. Someone using a covered auto while he or she is working in a business of selling, servicing, repairing or parking autos unless that business is yours,
- c. Anyone other than your employees, a lessee or borrower or any of their employees, while moving property to or from a covered auto.
- 4. Anyone is an insured for his or her liability because of acts or omissions of an insured described above. However, the owner of or anyone else from whom you hire or borrow a covered auto is an insured only if that auto is a trailer connected to a covered auto you own.

E. OUR LIMIT OF LIABILITY

Regardless of the number of covered autos, insureds, claims made or vehicles involved in the accident, our limit of liability is as shown in the Declarations and as defined below:

1. Combined bodily injury liability and property damage liability.

The most we will pay for all damages resulting from any one accident is the LJABILITY INSURANCE limit shown in the Declarations

2. Separate limits of liability for bodily injury liability and property damage liability.

The most we will pay for all damages resulting from bodily injury to any one person caused by any one accident is the limit of Bodily Injury Liability shown in the Declarations for "each person".

Subject to the limit for "each person", the most we will pay for all damages resulting from bodily injury caused by any one accident is the limit of Bodily Injury Liability shown in the Declarations for "each accident".

The most we will pay for all damages resulting from property damage caused by any one accident is the limit of Property Damage Liability shown in the Declarations.

For the purpose of determining our limit of liability under 1. or 2. above, all bodily injury and property damage resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one accident.

F. OUT OF STATE EXTENSIONS OF COVERAGE.

- 1. While a covered auto is away from the state where it is licensed we will:
- a. Increase this policy's liability limits to meet those specified by a compulsory or financial responsibility law in the jurisdiction where the covered auto is being used.
- b. Provide the minimum amounts and types of other coverages, such as "No-Fault", required out of state vehicles by the jurisdiction where the covered auto is being used.
- 2. We will not pay anyone more than once for the same elements of loss because of these extensions.

PART V -- AUTO MEDICAL PAYMENTS INSURANCE

A. WORDS AND PHRASES WITH SPECIAL MEAN- ING:

In addition to the WORDS AND PHRASES WITH SPE-CIAL MEANING in the policy, the following words and

STOCK NO. 140583-11-81 (REV.)

PAGE THREE OF EIGHT

phrases have special meaning for AUTO MEDICAL PAY-MENTS INSURANCE:

- 1. "Family member" means a person related to you, by blood, marriage or adoption who is a resident of your household, including a ward or foster child.
- 2. "Occupying" means in, upon, getting in, on, out or off.

B. WE WILL PAY.

We will pay reasonable expenses incurred for necessary medical and funeral services to or for an insured who sustains bodily injury caused by accident. We will pay only those expenses incurred within three years from the date of the accident.

C. WE WILL NOT COVER - EXCLUSIONS.

This insurance does not apply to:

- 1. Bodily injury sustained by an insured while occupying a vehicle located for use as a premises.
- 2. Bodily injury sustained by you or any family member while occupying or struck by any vehicle (other than a covered auto) owned by you or furnished or available for your regular use.
- 3. Bodily injury sustained by any family member while occupying or struck by any vehicle (other than a covered auto) owned by or furnished or available for the regular use of any family member.
- 4. Bodily injury to your employee arising out of and in the course of employment by you. However, we will cover bodily injury to your domestic employees if not entitled to workers' compensation benefits.

- 5. Bodily injury to an insured while working in a business of selling, servicing, repairing or parking autos unless that business is yours.
- 6. Bodily injury caused by declared or undeclared war or insurrection or any of their consequences.
- Bodily injury to anyone using a vehicle without a reasonable belief that the person is entitled to do so.

D. WHO IS INSURED.

- You or any family member while occupying or, while a pedestrian, when struck by any auto.
- 2. Anyone clse occupying a covered auto or a temporary substitute for a covered auto. The covered auto must be out of service because of its breakdown, repair, servicing, loss or destruction.

E. OUR LIMIT OF LIABILITY.

Regardless of the number of covered autos, insureds, claims made or vehicles involved in the accident, the most we will pay for bodily injury for each insured injured in any one accident is the limit of AUTO MEDICAL PAYMENTS shown in the Declarations.

F. CHANGES IN CONDITIONS.

The CONDITIONS of the policy are changed for AUTO MEDICAL PAYMENTS INSURANCE as follows:

- 1. OUR RIGHT TO RECOVER FROM OTHERS does not apply.
- 2. The reference in OTHER INSURANCE to "other collectible insurance" applies only to other collectible automedical payments insurance.

PART VI -- UNINSURED MOTORISTS INSURANCE

A. WORDS AND PHRASES WITH SPECIAL MEAN-INC.

in addition to the WORDS AND PHRASES WITH SPE-CIAL MEANING in the policy, the following words and phrases have special meaning for UNINSURED MOTOR-ISTS INSURANCE:

- "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.
- 2. "Occupying" means in, upon, getting in, on, out or off.
- OUninsured motor vehicle¹² means a land motor vehicle or trailer;
- a. For which no liability bond or policy at the time of an accident provides at least the amounts required by the applicable law where a covered auto is principally garaged, or
- b. For which the sum of all liability bonds or policies at the time of an accident provides at least the amounts required by the applicable law where a covered auto is principally garaged but their limits are less than the limit of this insurance. Or
- c. For which an insuring or bonding company denies coverage or is or becomes insolvent, or
- d. Which is a hit-and-run vehicle and neither the driver nor

owner can be identified. The vehicle must hit an insured, a covered auto or a vehicle an insured is occupying.

However, "uninsured motor vehicle" does not include any vehicle:

- a. Owned or operated by a self-insurer under any applicable motor vehicle law.
- b. Owned by a governmental unit or agency.
- Designed for use mainly off public roads while not on public roads.

B. WE WILL PAY

- 1. We will pay all sums the insured is legally entitled to recover as damages from the owner or driver of an uninsured motor vehicle. The damages must result from bodily injury sustained by the insured caused by an accident. The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the uninsured motor vehicle.
- If this insurance provides a limit in excess of the amounts required by the applicable law where a covered auto is principally garaged, we will pay only after all liability bonds or policies have been exhausted by judgments or payments.
- 3. Any justment for damages arising out of a soit brought without our written consent is not binding on us.

C. WE WILL NOT COVER - EXCLUSIONS.

The insurance does not apply to:

- 1. Any claim settled without our consent.
- 2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
- 3. Bodily injury sustained by you or any family member while occupying or struck by any vehicle owned by you or any family member which is not a covered auto.
- 4. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.

D. WHO IS INSURED.

- 1. You or any family member.
- 2. Anyone else occupying a covered auto or a temporary substitute for a covered auto. The covered auto must be out of service because of its breakdown, repair, servicing, loss or destruction.
- 3. Anyone for damages he is entitled to recover because of bodily injury sustained by another insured.

E. OUR LIMIT OF LIABILITY.

200

1. Regardless of the number of covered autos, insureds, claims made or vehicles involved in the accident, our limit of liability is as follows:

The most we will pay for all damages resulting from bodily injury to any one person caused by any one accident is the limit shown in the Declarations for "each person".

Subject to the limit for "each person", the most we will pay for all damages resulting from bodily injury caused by any one accident is the limit shown in the Declarations for "each accident."

- 2. Any amount payable under this insurance shall be reduced by:
- a. All sums paid or payable under any workers' compensation, disability benefits or similar law, and
- b. All sums paid by or for anyone who is legally responsible, including all sums paid under the policy's LIABILITY

INSURANCE.

3. Any amount paid under this insurance will reduce any amount an insured may be paid under the policy's LIA-BILITY INSURANCE.

F. CHANGES IN CONDITIONS.

The CONDITIONS of the policy are changed for UNIN-SURED MOTORISTS INSURANCE as follows:

- 1. The reference in OTHER INSURANCE to "other collectible insurance" applies only to other collectible uninsured motorists insurance.
- 2. YOUR DUTIES AFTER ACCIDENT OR LOSS is changed by adding the following:
- a. Promptly notify the policy if a hit-and-run driver is involved, and
- b. Promptly send us copies of the legal papers if a suit is brought.
- 3. OUR RIGHT TO RECOVER FROM OTHERS is changed by adding the following:

If we make any payment and the insured recovers from another party, the insured shall hold the proceeds in trust for us and pay us back the amount we have paid.

4. The following Condition is added:

ARBITRATION

- a. If we and an insured disagree whether the insured is legally entitled to recover damages from the owner or driver of an uninsured motor vehicle or do not agree as to the amount of damages, either party may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.
- b. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

PART VII - PHYSICAL DAMAGE

A. WE WILL PAY.

- 1. We will pay for loss to a covered auto or its equipment under;
- a. Comprehensive Coverage. From any cause except the covered auto's collision with another object or its overturn.
- b. Specified Perils Coverage, Caused by:
- (1) Fire or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism;
- (6) The sinking, burning, collision or detailment of any conveyance transporting the covered auto.

- c. Collision Coverage. Caused by the covered autu's collision with another object or its overturn.
- d. Combined Physical Damage Coverage. From any cause including the covered auto's collision with another object or its overturn.

2. Towing.

We will pay up to \$25 for towing and labor costs incurred each time a covered auto of the private passenger type is disabled. However, the labor most be performed at the place of disablement.

B. WE WILL ALSO PAY.

We will also pay up to \$10 per day to a maximum of \$300 for transportation expense incurred by you because of the total theft of a covered auto of the private passenger type. We will pay only for those covered autos for which you

PAGE FIVE OF EIGHT

STOCK NO. 140583-11-81 (REV.)

carry either Comprehensive or Specified Perils Coverage. We will pay for transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered auto is returned to use or we pay for its loss.

C. WE WILL NOT COVER — EXCLUSIONS.

This insurance does not apply to:

- 1. Wear and tear, freezing, mechanical or electrical breakdown unless caused by other loss covered by this policy.
- 2. Blowouts, punctures or other road damage to tires unless caused by other loss covered by this policy.
- 3. Loss caused by declared or undeclared war or insurrection or any of their consequences;
- 4. Loss caused by the explosion of a nuclear weapon or its consequences,
- 5. Loss caused by radioactive contamination.
- 6. Loss to tape decks or other sound reproducing equipment not permanently installed in a covered auto.
- 7. Loss to tapes, records or other sound reproducing devices designed for use with sound reproducing equipment.
- 8. Loss to any sound receiving equipment designed for use as a citizens' band radio, two-way mobile radio or telephone or scanning monitor receiver, including its antennas and other accessories, unless permanently installed in the dash or console opening normally used by the auto manufacturer for the installation of a radio.
- D. HOW WE WILL PAY FOR LOSSES -- THE MOST

WE WILL PAY.

- 1. At our option we may:
- a. Pay for, repair or replace damaged or stolen property; or
- b. For theft, return the stolen property, at our expense. We will pay for any damage that results to the auto from the theft.
- 2. The most we will pay for loss is the smaller of the following amounts:
- a. The amount shown in ITEM FOUR, Schedule of Autos You Own, in the Declarations.
- b. The actual cash value of the damaged or stolen property at the time of loss.
- c. The cost of repairing or replacing the damaged or stolen properly with other of like kind or quality.
- 3. For each covered auto, our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to loss caused by fire or lightning.

E. GLASS BREAKAGE — HITTING A BIRD OR ANI-MAL — FALLING OBJECTS OR MISSLES.

We will pay for glass breakage, loss caused by hitting a bird or animal or by falling objects or missles under Comprehensive Coverage for the damaged covered auto. However, you have the option of having glass breakage caused by a covered auto's collision or overturn considered a loss under Collision Coverage.

PART VIII - CONDITIONS

The insurance provided by this policy is subject to the following conditions:

A. YOUR DUTIES AFTER ACCIDENT OR LOSS.

- 1. You must promptly notify us or our agent of any accident or loss. You must tell us how, when and where the accident or loss happened. You must assist in obtaining the names and addresses of any injured persons and witnesses.
- 2. Additionally, you and other involved insureds must:
- a. Cooperate with us in the investigation, settlement or defense of any claim or suit. No insured shall, except at his or her own cost, voluntarily make any payment, assume any obligation or incur any expense.
- b. Immediately send us copies of any notices or legal papers received in connection with the accident or loss.
- c. Submit at our expense and as often as we require to physical examinations by physicians we select.
- d. Authorize us to obtain medical reports and other pertinent medical information.
- Additionally, to recover for loss to a covered auto or its equipment you must do the following:
- a. Permit us to inspect and appraise the damaged property before its repair or disposition.
- b. Do what is reasonably necessary after loss at our expense

to protect the covered auto from further loss.

- c. Submit a proof of loss when required by us,
- d. Promptly notify the police if the covered auto or any of its equipment is stolen.

B. OTHER INSURANCE

- 1. For any covered auto you own this policy provides primary insurance. For any covered auto you don't own, the insurance provided by this policy is excess over any other collectible insurance. However, while a covered auto which is a trailer is connected to another vehicle the liability coverage this policy provides for the trailer:
- a. Is excess while it is connected to a motor vehicle you don't own.
- b. Is primary while it is connected to a covered auto you own.
- 2. When two or more policies cover on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the limit of our policy bears to the total of the limits of all the policies covering on the same basis.

C. OUR RIGHT TO RECOVER FROM OTHERS.

If we make any payment, we are entitled to recover what we paid from other parties. Any person to or for whom we make payment must transfer to us his or her rights of

recovery against any other party. This person must do everything necessary to secure these rights and must do nothing that would jeopardize them.

D. CANCELLING THIS POLICY DURING THE POLICY PERIOD.

- You must cancel the policy by returning it to us or by giving us advance notice of the date cancellation is to take effect.
- 2. We may cancel the policy by mailing you at least 10 days notice at your last address known by us. We may deliver any notice instead of mailing it. Proof of mailing of any notice will be sufficient proof of notice.
- 3. The effective date of cancellation stated in the notice shall become the end of the policy period.
- 4. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. However, making or offering to make the refund is not a condition of cancellation. If you cancel, the refund, if any, will be computed in accordance with the customary short rate procedure. If we cancel, the refund, if any, will be computed pro rata.

E, LEGAL ACTION AGAINST US.

No legal action may be brought against us until there has been full compliance with all the terms of this policy. In addition, under LIABILITY INSURANCE, no legal action may be brought against us until we agree in writing that the lusured has no obligation to pay or until the amount of that obligation has been finally determined by judgment after rial. No person or organization has any right under this policy to bring us into any action to determine the liability of the insured.

F. INSPECTION.

At our option we may inspect your property and operations at any time. These inspections are for our benefit only. By our right to inspect or by our making any inspection we make no representation that your property or operations are safe, not harmful to health or comply with any law, rule or regulation.

G. CHANGES.

This policy contains all the agreements between you and us. It terms may not be changed or waived except by endorsement issued by us. If a change requires a premium adjustment, we will adjust the premium as of the effective date of change. If we revise this policy form to provide more coverage without additional premium charge your policy will automatically provide the additional coverage as of the date the revision is effective in your state.

H. TRANSFER OF YOUR INTEREST IN THIS POLICY.

Your rights and duties under this policy may not be assigned without our written consent.

1. NO BENEFIT TO BAILEE -- PHYSICAL DAMAGE INSURANCE ONLY.

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this policy.

J. BANKRUPTCY.

Bankrnptcy or insolvency of the insured shall not relieve us of any obligations under this pollcy.

K. APPRAISAL FOR PHYSICAL DAMAGE LOSSES.

- 1. If you and we fail to agree as to the amount of loss either may demand an appraisal of the loss. In such event, you and we shall each select a competent appraiser, and the appraisers shall select a competent and disinterested umpire. The appraisers shall state separately that actual cash value and the amount of loss, and, failing to agree, shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. You and we shall each pay the chosen appraiser and shall bear equally the other expenses of the appraisal and umpire.
- 2. We shall not be held to have waived any of our rights by any act relating to appraisal.

L. TWO OR MORE POLICIES ISSUED BY US.

If this policy and any other policy issued to you by us or any company affiliated with us apply to the same accident, the aggregate maximum limit of liability under all the policies shall not exceed the highest applicable limit of liability under any one policy. This condition does not apply to any policy issued by us or an affiliated company specifically to apply as excess insurance over this policy.

M. ESTIMATED ANNUAL PREMIUM.

The estimated annual premium for this policy is based on the exposures you told us you would have when this policy becan.

We will compute your final premium due when we determine your actual exposures. The estimated annual premium will be credited against the final premium due and you will be billed for the balance, if any. If the estimated annual premium exceeds the final premium due you will get a refund. To determine your final premium due we may examine your records at any time during the period of coverage and up to three years afterward. If this policy is issued for more than one year, the premium shall be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)

This endorsement modifies the provisions of this policy relating to all Medical Payments and Automobile Liability Insurance. It is agreed that:

(1) with respect to which an Insured under this policy is also

- 1. This policy does not apply:
- A. Under any Liability Coverage, to bodily injury or property damage

(1) with respect to which an Insured under this policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance

STOCK NO. 140583-11-81 (REV.)

PAGE SEVEN OF EIGHT

Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

- (2) resulting from bazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- B. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- C. Under any Liability Coverage, to bodily Injury or property damage resulting from the hazardous properties of nuclear material, if
- (1) the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;
- (2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or ou behalf of an insured; or
- (3) the bodily injury or property damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereat.
- II. As used in this endorsement:
- "hazardous properties" include radioactive, toxic or explosive properties;
- "nuclear material" means source material, special nuclear

material or byproduct material;

- "source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;
- "spent fuel" means any fuel element or fuel component solid or liquid, which has been used or exposed to radiation in a nuclear reactor;
- "waste" means any waste material
- (a) containing by-product material other than the tailings or wastes produced by the extraction or concentration of uranium or throium from any ore processed primarily for its source material content, and
- (b) resulting from the operation by any person or organization of any nuclear facility included under the first two paragraphs of the definition of nuclear facility;
- "nuclear facility" means
- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or manium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basic, excavation, premises or place prepared or used for the storage or disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;
- "nuclear reactor" means any apparatns designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.
- "property damage" includes all forms of radioactive contamination of property.

IN WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary, but it shall not be binding upon us unless it is countersigned on the General Declarations page by one of our duly authorized agents,

SECRETARY

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DECLARATIONS

LOSS PAYER

HOME BANK 15625 SOUTH LAKEWOOD BLVD PARAMOUNT, CA 90723

REDACTED

APPLICABLE TO COVERED AUTO IDENTIFIED AS

69 GMC STAKE TRUCK #3872

- A. We will pay you and the loss payee named in the Declarations for loss to a covered auto, as interest may appear.
- B. The insurance covers the interest of the loss payee unless the loss results from fradulent acts of omissions on your part.
- C. We may cancel the policy as allowed by CANCEL-

LING THIS POLICY DURING THE POLICY PERIOD. Cancellation ends this agreement as to the loss payee's interest. If we cancel the policy we will mail you and the loss payee the same advance notice.

D. If we make any payment to the loss payee, we will obtain his rights against any other party.

This Form must be attached to Chunge Endorsement when Issued after the Policy is written.

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STOCK NO. CA 99 19 01 78



GARAGE POLICY: TRUCKERS POLIC oss Payable Clause

IF THE FOLLOWING INFORMATION IS NOT COMPLETE, REFER TO THE APPROPRIATE DECLARATIONS ATTACHED TO THE POLICY.

INSURED SEQUENTIAL NO. POLICY NUMBER 2-49 LA 310 07 PRODUCER

DECLARATIONS

LOSS PAYEE

BANK OF AMERICA 1840 LONG BEACH BLVD LONG BEACH, CA

REDACTED

APPLICABLE TO COVERED AUTO IDENTIFIED AS

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82 OLDS CUTLASS SUPR

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A. We will pay you and the loss payee named in the Declurations for loss to a covered auto, as interest may appear.

B. The insurance covers the interest of the loss payee unless the loss results from fradulent acts of omissions on your part.

C. We may cancel the policy as allowed by CANCEL-

LING THIS POLICY DURING THE POLICY PERIOD. Cancellation ends this agreement as to the loss payee's interest. If we cancel the policy we will mail you and the loss payed the same advance notice.

D. If we make any payment to the loss payee, we will obtain his rights against any other party.

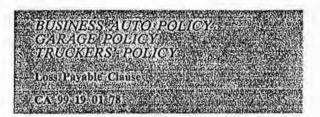
This Form must be attached to Change Endorsement when issued after the Policy is written,

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY

STOCK NO. CA 99 19 01 78

FFIC0050663





PRODUCER SEQUENTIAL NO.

DECLARATIONS

LOSS PAYEE

BARCLAY'S BANK 1025 EAST ORANGETHORPE AVE ANAHEIM, CA 92801 APPLICABLE TO COVERED AUTO IDENTIFIED AS

71 FORD TRACTOR #0794

REDACTED

- A. We will pay you and the loss payee named in the Declarations for loss to a covered auto, as interest may appear.
- B. The insurance covers the interest of the loss payee unless the loss results from fradulent acts of omissions on your part.
- C. We may cancel the policy as allowed by CANCEL-
- LING THIS POLICY DURING THE POLICY PERIOD. Cancellation ends this agreement as to the loss payee's interest. If we cancel the policy we will mail you and the loss payee the same advance notice.
- D. If we make any payment to the loss payee, we will obtain his rights against any other party.

This Form must be attached to Change Endorsement when issued after the Policy is written.

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY

PRESIDENT

STOCK NO. CA 99 19 01 78



TRUCKERS! POLICY oss Payable Clause

IF THE FOLLOWING INFORMATION IS NOT COMPLETE, REFER TO THE APPROPRIATE DECLARATIONS ATTACHED TO THE POLICY.

| INSURED | POLICY NUMBER SEQUENTIAL NO |
|----------|-----------------------------|
| PRODUCER | 12 12 1 07 53 |

DECLARATIONS

LOSS PAYEE

GMAC P 0 BOX 5000 WESTMINSTER, CA 92683 APPLICABLE TO COVERED AUTO IDENTIFIED AS

83 EUTCK REGAL #7592

- A. We will pay you and the loss payce named in the Declarations for loss to a covered auto, as interest may appear.
- B. The insurance covers the interest of the loss payee unless the loss results from fradulent acts of omissions on your part.
- C. We may cancel the policy as allowed by CANCEL-

LING THIS POLICY DURING THE POLICY PERIOD. Cancellation ends this agreement as to the loss payee's interest. If we cancel the policy we will mail you and the loss payee the same advance notice.

D. If we make any payment to the loss payee, we will obtain his rights against any other party.

This Form must be attached to Change Endorsement when issued after the Policy is written.

COMMERCIAL AUTOMOBILE COVERAGE

POLICY AMENDMENT

BUSINESS AUTO POLICY GARAGE POLICY TRUCKERS' POLICY

Mexico Endorsement

101609-11-82

This policy is extended to apply while any coverd auto is being operated in the Republic of Mexico for a period not exceeding ten days at any one time. It is agreed that such insurance as is provided by this policy only by reason of the terms of this paragraph shall be excess insurance over any other valid and collectible insurance available to you.

WARNING

Unless you have automobile insurance written by a Mexican insurance company, you may spend many hours or days in jail, if you have an accident in Mexico. Insurance coverage should be secured from a company

licensed under the laws of Mexico to write such insurance in order to avoid complications and some other penalties possible under the laws of Mexico, including the possible impoundment of your auto.

This Form must be attached to Change Endorsement when issued after the Policy is written.

2-49 LA 310 07 53

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY

II XCL

PRESIDENT

STOCK NO. 101609-11-82

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following: COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE—BASIC AUTOMOBILE LIABILITY INSURANCE

AMENDMENT OF DEFINITION OF "AUTOMOBILE BUSINESS" - CALIFORNIA

It is agreed that the definition of "automobile business" in this policy is deleted and replaced by the following:
"automobile business" means the business or occupation of solling, repairing, servicing, delivering, lesting, road-testing, parking, or storing automobiles.

FIREMAN'S FUND INSURANCE COMPANY
THE AMERICAN INSURANCE COMPANY
NATIONAL BURETY CORPORATION
ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY

71.X

Myrn Du Bairo PRESIDENT

100904-8-74



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES IN UNINSURED MOTORISTS INSURANCE STORAGE FOR MEDICAL SERVICES SHAPE SH

A. WORDS AND PHRASES WITH SPECIAL MEANING is changed as follows:

"Family member" means your spouse, whether or not a resident of your household, and any other person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.

Paragraph c. of "uninsured motor vehicle" is changed to read:

For which the insuring or bonding company denies coverage or refuses to admit coverage except conditionally or with reservation or becomes insolvent, or

- B. Exclusion 2 under WE WILL NOT COVER—EXCLU-SIONS is changed to read:
 - This insurance does not apply to:

The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability or similar law or to the direct benefit of the United States, a state or its political subdivisions.

- C. OUR LIMIT OF LIABILITY is changed to read:
 - Regardless of the number of covered autos, insureds, claims made or vehicles involved in the accident, the most we will pay for all damages resulting from any one accident is the limit of UNINSURED MOTORISTS INSURANCE shown in the declarations.
 - Any loss payable under this insurance shall be reduced by:
 - All sums paid or payable under any workers' compensation law exclusive of non-occupational disability benefits, and
 - All sums paid by or for anyone who is legally responsible, including all sums paid under the policy's LIABILITY INSURANCE.
- D. OTHER INSURANCE is changed to read:
 - For bodily injury sustained by an insured while occupying an auto ha does not own, UNINSURED MOTORISTS INSURANCE does not apply if the owner of the auto has uninsured motorists insurance.

- Except as provided in paragraph 1, if an insured has other uninsured motorists insurance, the damages shall be deemed not to exceed the higher of the applicable limits of the respective coverages. We will pay only our share of these damages. Our share is the proportion that the limit of UNINSURED MOTORISTS INSURANCE bears to the total of the limits of all uninsured motorists insurance.
- E. The policy's condition LEGAL ACTION AGAINST US is changed to read;

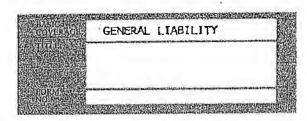
No legal action may be brought against us until there has been full compliance with all the terms of this policy nor unless within one year from the date of the accident;

- Suit for bodily injury has been filed against the uninsured motorist in a court of competent jurisdiction, or
- Agreement as to the amount due under this insurance has been concluded, or
- The insured has formally instituted legal proceedings.
- F. ARBITRATION is changed to read:
 - If we and an insured disagree whether the insured is legally entitled to recover damages from the owner or driver of an uninsured motor vehicle or do not agree as to the amount of damages, either party may make a written demand for arbitration. In this event the disagreement will be settled by a single neutral arbitrator. Each party will bear the expenses of the arbitrator equally.
 - Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to arbitration procedures and evidence will apply. The decision of the arbitrator will be binding.

CA 21 02 (Ed. 08 80)

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|---|-----------------------------------|-----------------|------------------------------|-------------|
| ADDI | FIONAL INSURED (CA 20 01 12 80 | | | |
| INSURED | | POLIC | Y NUMBER | |
| | 1 | 2-4 | 9 LA 310 07 53 | |
| PRODUCER | | PFFE | TIVE DATE | |
| INSURANCE CO | MPANY | | POLICY NUMBER | |
| | | | | |
| FIREMAN'S FUND INSURANCE | | | 2-49 1A 310 07 53 | |
| EFFECTIVE DATE | | E _A | 770 | |
| 1/1/8 ² 55 | | | 1/1/69 80 | |
| , NA | MED INSURED AND | ADDRESS | 111103 | |
| ANGELES CHEMICAL O P O BOX 2163 SANTA FE SPRINGS, | | (LESSOR) | | |
| BOULEVARD LEASING 1890 LONG BEACH BL LONG BEACH CA 90 DESIGNATIO | ,VD | | JITOS | |
| TT HEREFOLD TOOD I | OR CEDAN ATTE | OF CEASED A | 10100 | |
| 77 MERCEDES 3000 4 82 OLDS CUTLASS SU 83 BUTCK REGAL #75 | PREME #5197 | RED | DACTED | |
| This endorsement provides only those | coverages for which a | an entry is sho | wn by "X" in the applicable | box. |
| COVERAGES | | | F LIABILITY | |
| LIABILITY | EACH PERS | SON | EACH ACCIDENT | |
| COMBINED BODILY INJURY AND PROPERTY DAMAGE LIABILITY | xxxxxx | ×x - | \$500,000. | |
| BODILY INJURY LIABILITY | \$ | | . \$ | |
| PROPERTY DAMAGE LIABILITY | XXXXXXX | ΧX | \$ | |
| PERSONAL INJURY PROTECTION (EQUIVALENT NO-FAULT COVERAGE | | | | |
| | | UE OR COST | OF REPAIR WHICHEVER IS | ESS; |
| COMBINED PHYSICAL DAMAGE | MINUS: \$ | For Each Co | | |
| | ACTUAL CASH VALI | UE OR COST | OF REPAIR WHICHEVER IS | S LESS; |
| COMPREHENSIVE | MINUS: \$6 // | For Each C | overed Auto | |
| 2 JOHN MENEROLE | () | | OF REPAIR WHICHEVER IS | S LESS: |
| | | _ | | , 2200, |
| X COLLISION | MINUS: \$ 25 | | | 21500 |
| _ | | | OF REPAIR WHICHEVER IS | s LESS; |
| SPECIFIED PERILS | MINUS: \$ | For Each C | overed Auto | |
| *77 MERCEDES-COMP. DED 50. | | | 01 | |
| 782 OLDS & 83 BUICK-COMP. | DED 100. DED 250. | | DREES PONDS JON STORE ALL | |
| ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY | Janu J. Menaghan | COUNT | RSIGNATURE OF AUTHORIZED AGE | NT |
| 01474.2.81 | PRESIDENT 10-X | | | Page 1 of 2 |





| ANGELES CHEMICAL CO., INC., ETAL | 2-49 LA 310 07 53 | SEQUENTIAL NO. |
|--------------------------------------|-------------------|----------------|
| PRODUCER MAX BEIN & ASSOCIATES, INC. | 3/31/84 | |

DECLARATIONS

| THE PREMIUM FOR THIS POLICY AMENDMENT IS INCLUDED IN T | E PREMIUM SHOWN ON THE GENERAL DECLARATIONS UNLESS A |
|--|--|
| SPECIFIC AMOUNT IS SHOWN HERE: | INCL IN COMPOSITE RATE |
| ADDITIONAL PREMIUM S | X RETURN PREMIUM FNDT |

DELETEING DWELLING-I FAMILY-LESSOR'S RISK ONLY, CODE 314-003-65143-I . IN ITS ENTIRETY.

AMENDING MULTICOVER TO REFLECT ABOVE CHANGE.

REDACTED

AMENDMENT

ONE OF THEIR

FIREMAN'S FUND INSURANCE COMPANIES

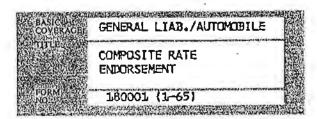
AS NAMED IN THE POLICY

PRESIDENT PIONEL

COUNTERSIGNATURE OF AUTHORIZED AGENT

STOCK NO. 140519--11-82





| ANGELES CHEMICAL CO., INC. ET AL | POLICY NUMBER 2-49 LA 310 07 53 SEQUENTIAL N |
|----------------------------------|--|
| PRODUCER MAX BEHM & ASSOC. | EFFECTIVE DATE 1-1-84 |

DECLARATIONS

| THE PREMIUM FOR THIS POLICY AMENDMENT IS INCLUDED IN THE SPECIFIC AMOUNT IS SHOWN HERE: | HE PREMIUM SHOWN ON THE GENERAL DECLARATIONS UNLESS A |
|---|---|
| ADDITIONAL PREMIUM \$ | X RETURN PREMIUM s 9840. |

AMENDED PER ABOVE FORM ATTACHED.

AMENDMENT

5-30-84 BD

ONE OF THE
FIREMAN'S FUND INSURANCE COMPANIES
AS NAMED IN THE POLICY
PRESIDENT 10XCL

COUNTERSIGNATURE OF AUTHORIZED AGENT

LOMPOSITE RATE ENDORSEMENT

| INSURED | POLICY NUMBER |
|-----------------------------|-------------------|
| ANGELES CHEMICAL CO., ET AL | 2-49 LA 310 07 53 |
| PRODUCER | EFFECTIVE DATE |
| MAX BEHM & ASSOC. | 1-1-84 |

IT IS UNDERSTOOD AND AGREED THAT THE PREMIUM FOR THE COMPREHENSIVE GENERAL LIABILITY AND BUSINESS AUTO PORTION OF THIS POLICY FOR THE PERIOD OF 1-1-84 TO 1-1-85 SHALL BE DETERMINED BY APPLICATION OF THE FOLLOWING COMPOSITE RATE PER \$1,000. OF GROSS RECEIPTS AS DEFINED IN THE MANUAL OF LIABILITY INSURANCE.

ESTIMATED RECEIPTS TOTAL DEPOSIT \$15,00,000. \$ 35,700.

CODES PREMIUMS 10,530. 324~70050 COMPOSITE RATE: LIABILITY OBI: •702 7,860. .4592. OPD: .524 4592. ABI & APD: .840 12,600. AUTO LIABILITY PHYSICAL DAMAGE : .314 4,710 2,380 35,700

IT IS AGREED THE MINIMUM PREMIUM FOR THE COMPOSITE RATED PORTIONS OF THIS POLICY SHALL BE:

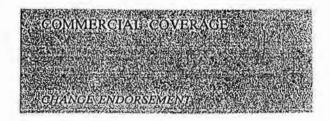
ANNUAL MINIMUM PREMIUM: 28,560.

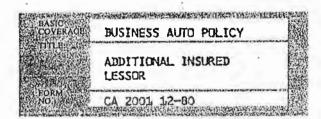
CORRESPONDS TO ENDT #14

ONE OF THE
FIREMAN'S FUND INSURANCE COMPANIES
AS NAMED IN THE POLICY

from J. hemaghan
PRESIDENT 10-X

COUNTERSIGNATURE OF AUTHORIZED AGENT





| ANGELES CHEMICAL CO., INC. | 2-49 LA 310 07 53 | SEQUENTIAL NO. |
|----------------------------|------------------------|----------------|
| MAX BEHM & ASSOC. | EFFECTIVE DATE 2-24-84 | |

DECLARATIONS

| THE PREMIUM FOR THIS POLICY AMENDMENT IS INCLUDED IN TH SPECIFIC AMOUNT IS SHOWN HERE: | E PREMIUM SHOWN ON THE GENERAL DECLARATIONS UNLESS A |
|---|--|
| ADDITIONAL PREMIUM \$ NONE | RETURN PREMIUM S. |

ADDING ABOVE FORM PER ATTACHED.

AMENDMENT

5-30-84 BD

ONE OF THE COUNTERSIGNATURE OF AUTHORIZED AGENT
FIREMAN'S FUND INSURANCE COMPANIES
AS NAMED IN THE POLICY
PRESIDENT DIXCL

| 'ADDIT | IONAL IN (CA 20 | SURED 0 01 12 80 | | OR | | |
|---|--------------------|---------------------|----------|--------------------|----------------|--|
| INSURED | | | 1 P | QLICY NUMBER | | |
| ANGELES CHEMICAL CO., ET AL | Z. | | | 8-49 LA 310 07 53 | | |
| MAX BEHM & ASSOCIATES | | | Č | 2-24-84 | | |
| INSURANCE COM | ADANV | | _ | POLICY N | IMBER | |
| FIREMAN'S FUND INSURANCE COMPANY | | * | | 2-4W LA 310 07 | | |
| EFFECTIVE DATE | | | | EXPIRATION DATE | | |
| 1-1782 06 | | | 1-1- | 85) V (P | | |
| P.D. BOX 2163, SANTA FE SPRINGS, AD ROLLINS LEASING CORP. 1465 SOUTH GREENWOOD AVE., MONTE | DITIONAL I | NSURED (| LESSOR) | | `· | |
| This endorsement provides only those o | overages f | or which a | | | pplicable box. | |
| COVERAGES | | 40U 05D | | S OF LIABILITY | IDENT | |
| LIABILITY COMBINED RODILY IN HIRV AND | - | ACH PER | SON | EACH ACC | IDENT | |
| COMBINED BODILY INJURY AND PROPERTY DAMAGE LIABILITY | | XXXXXX | X | \$ 500,000. | | |
| ☐ BODILY INJURY LIABILITY | \$ | | | \$ | | |
| PROPERTY DAMAGE LIABILITY | | XXXXXXX | (X | \$ | | |
| PERSONAL INJURY PROTECTION (C EQUIVALENT NO-FAULT COVERAGE |)R () \$ | | | | | |
| | | ASH VALU | JE OR CO | ST OF REPAIR WHICH | HEVER IS LESS; | |
| | MINUS: \$ | | For Each | Covered Auto | | |
| | ACTUAL C | ASH VALI | JE OR CO | ST OF REPAIR WHICH | HEVER IS LESS; | |
| COMPREHENSIVE | MINUS: \$ | 100. | For Each | Covered Auto | 4 | |
| | ACTUAL C | ASH VALU | JE OR CO | ST OF REPAIR WHICH | HEVER IS LESS; | |
| ☐ COLLISION | MINUS; \$ | 250. | For Each | Covered Auto | | |
| | ACTUAL C | ASH VALU | JE OR CO | ST OF REPAIR WHICH | HEVER IS LESS; | |
| SPECIFIED PERILS | MINUS: \$ | | For Each | Covered Auto | | |

CORRESPONDS TO ENDT #15

Janes J. Memayham

COUNTERSIGNATURE OF AUTHORIZED AGENT

ONE OF THE
FIREMAN'S FUND INSURANCE COMPANIES
AS NAMED IN THE POLICY

101474 7 91

COMMERCIAL COVERAGE BUSINESS AUTO POLICY GARAGE POLICY TRUCKERS' POLICY

CHANGE OF AUTO ENDORSEMENT

POLICY NUMBER

LA 310 07 53

NAMED INSURED:

ANGELES CHEMICAL CO., INC.

FIREMAN'S FUND INSURANCE COMPANIES MAILING ADDRESS: SAN FRANCISCO CALIFORNIA COVERAGE IS PROVIDED IN THE FOLLOWING COMPANY, A STOCK COMPANY:

OLE FIREMAN'S FUND

GROUP NUMBERI

ENDORSEMENT EFFECTIVE DATE

4-18-84

BEQUENTIAL ENDORSEMENT NO. 16

IN THE AUTO DECLARATIONS, THE SCHEDULE OF COVERED AUTOS YOU OWN IS AMENDED AS FOLLOWS:
THE FOLLOWING AUTOS ARE HEREBY ADDED, LIMITS OF LIABILITY STATED ON PAGE ONE OF THE AUTO DECLARATIONS AND IN ANY ENDORSEMEN'S
FORMING A PART OF THE AUTO POLICY APPLIES TO THE COVERAGES INDICATED BY "X", STATED AMOUNT LIMITS APPLY ONLY WHERE STATED BELOW.

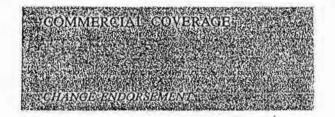
| AUTOMODEL | TRADE NAME, MODEL | , BODY TYPE, | A NA | CTION | URED | ED | COMPRI | EKENSIVE | | CIFIED | SION | PHY | BINED BICAL MAGE | ů. |
|---|-------------------------------------|-------------------------------|--|------------------------------|-----------|------------------------------|-----------------|--------------|----------------|-------------|--|----------------------|------------------------|------------|
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| THE FOLLOWIN | NG AUTOS ARE HEREBY | | LL COVERAGES | AND L | MITS | OF L | IABILIT | Y: | 371970 | | Man AAAA | Lan es à | | 100 |
| 7 | AUTOS DELET | ED: | | | 电影 | | | | | 1 | | | | |
| NO. | THESE EXCEPT FOR TOWN INTERESTS MAY | APPEAR AT THE | TIME OF LOSS | | - | | | | | | | | | |
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| ADDITION NONE PIR FACTOR TERRITORY | OOLZERO ATTAC | CHED AS RETURN ERSIGNATURE OF | PREMIUM FAUTHORIZED AC X BEHM & COVERAGE BI AND PD | GENT ASS | E A BU | AND JIC AYAE | ADI K # 2 | OITIO | NAL | INSU | DORSE* | MENT ATE -25-6 | RAYAU B4 KL | SLE DIT |
| CA 20 ADDITION NONE PJR FACTOR | OOLZERO ATTAC | CHED AS RETURN ERSIGNATURE OF | PREMIUM PREMIUM FAUTHORIZED AC X BEHM & COVERAGE COMBINED BI AND PD MED UM PIP | GENT ASS | E # BU | AND | ADI K # 2 | UTO # | VE DAT | INSU | DORSEN | MENT ATE 25-{ | PAYABAT AU | SLE DIT |
| ADDITION NONE PIR FACTOR TERRITORY GARAGE LOCA CLASS CODE | OOLZZBO ATTAC | CHED AS RETURN ERSIGNATURE OF | PREMIUM PREMIUM FAUTHORIZED AC X BEHM & COVERAGE COMBINED BI AND PD MED UM | GENT ASS | E # BU | AND | ADI K # 2 | UTO # | VE DAT | INSU | DORSEN | MENT ATE 25-{ | PAYABAT AU | DIT |

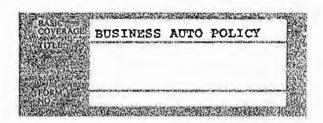
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| ADDITIC | (CA 20 01 12 80) | LESSON |
|--|----------------------------|--|
| INSURED | | LA 340 07 53 |
| PRODUCER | | EFFECTIVE DATE |
| INSURANCE COMP | YNAY | POLICY NUMBER |
| FIREMAN'S FUND | | LA 310 07 53 |
| 1-1-0205 EFFECTIVE DATE | 1-1-8 | EXPIRATION DATE |
| NAME ANGELES CHEMICAL CO., INC. E P.D. BDX 2∆63 SANTA FE S⊬RINGS, CA 90670 | ED INSURED AND ADD T AL | DRESS |
| | TIONAL INSURED (LES | SSOR) |
| BOULEVARD LEASING 1840 LONG BEACH BLVD. LONG BEACH: CA 90806 | | |
| DESIGNATION | OR DESCRIPTION OF | LEASED AUTOS |
| This endorsement provides only those co | verages for which an e | entry is shown by ''X'' In the applicable box. |
| COVERAGES | | LIMITS OF LIABILITY |
| LIABILITY | EACH PERSON | N EACH ACCIDENT |

| COVERAGES | | LIMITS OF LIABILITY | | | | |
|---|----------------|---------------------|---------------|-----------------|--|--|
| LIABILITY | EACH PE | RSON | EACH AC | CIDENT | | |
| COMBINED BODILY INJURY AND PROPERTY DAMAGE LIABILITY | XXXXX | XXX | \$ 500,0 | 000 | | |
| BODILY INJURY LIABILITY | \$ | | \$ | | | |
| PROPERTY DAMAGE LIABILITY | XXXXX | XXX | \$ | | | |
| PERSONAL INJURY PROTECTION (C EQUIVALENT NO-FAULT COVERAGE |)R - \$ | | | | | |
| COMPINED | ACTUAL CASH VA | LUE OR COST | OF REPAIR WHI | CHEVER IS LESS; | | |
| COMBINED PHYSICAL DAMAGE | MINUS: \$ | For Each C | overed Auto | | | |
| | ACTUAL CASH VA | LUE OR COST | OF REPAIR WHI | CHEVER IS LESS; | | |
| COMPREHENSIVE | MINUS: \$ 100 | For Each C | overed Auto | | | |
| | ACTUAL CASH VA | LUE OR COST | OF REPAIR WHI | CHEVER IS LESS; | | |
| ☑ COLLISION | MINUS: \$ 250 | For Each C | overed Auto | | | |
| | ACTUAL CASH VA | LUE OR COST | OF REPAIR WHI | CHEVER IS LESS; | | |
| SPECIFIED PERILS | MINUS: \$ | For Each C | overed Auto | $\neg \wedge$ | | |

| | CORRESPONDS TO ENDT 12 18 |
|---|--------------------------------------|
| ONE OF THE PIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY PRESIDENT 10.X | COUNTERSIGNATURE OF AUTHORIZED AGENT |
| | D4-6 |





| INSURED | POLICY NUMBER SEQUE | NTIAL NO. |
|-----------------------------|---------------------|-----------|
| ANGELES CHEMICAL CO., INC. | 2-49 LA 310 07 53 | 17 |
| PRODUCER | EFFECTIVE DATE | |
| MAX BEHM & ASSOCIATES, INC. | 6-6-84 | |

DECLARATIONS ·

| THE PREMIUM FOR THIS POLICY AMENDMENT SPECIFIC AMOUNT IS SHOWN HERE: | IS INCLUDED IN THE PREMIUM SHOWN O | IN THE GENERAL DECLARATIONS UNLESS A |
|---|------------------------------------|--------------------------------------|
| ADDITIONAL PREMIUM \$ | RETURN PRE | MIUM \$ |

ADDING LOSS PAYEE AS FOLLOWS:

BANK OF AMERICA 1840 LONG BEACH BLVD. LONG BEACH, CA 90806 AS RESPECTS 1984 TOYOTA CRESSIDA 4DR #J72MX63E9E0063332.

AMENDMENT

ADDING ADDITIONAL INSURED PER FORM CA2001-12-80 ATTACHED.

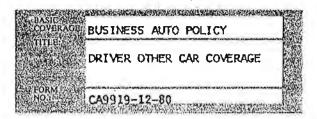
7-18-84 CE

ONE OF THE COUNTERSIGNATURE OF AUTHORIZED AGENT FIREMAN'S FUND, INSURANCE COMPANIES AS NAMED IN THE POLICY PRESIDENT HONCL

STOCK NO. 140519-11-82

| ADDI | TIO | NAL INSUF (CA 20 01 | | sso | R | |
|--|-------------------------------------|------------------------|-------------------------------|---------|------------------------|---------------|
| | | (0// 20 0/ | 12 007 | ** *** | | |
| INSURED | | | | - | LICY NUMBER | |
| PRODUCER | | | | 2- | 49 LA 310 07 5 | 3) |
| - ROBOCER | | | | | PECTIVE DATE | |
| INSURANCE CO | OMP | ANY | | | POLICY NU | MBER |
| | | | | | | |
| FIREMAN'S FUND | | | CLA 310 07 53 EXPIRATION DATE | | | |
| EFFECTIVE DATE | | EXPIRATION DATE | | | | |
| 1080 | 1-1-62 NAMED INSURED A | | 1-1-65 86 AND ADDRESS | | | |
| 1-1-(82) | AME | D INSURED A | ND ADDR | F88 | | - |
| BOULEVARD RENTAL & LEAST 1890 LONG BEACH BLVD. | ng | OR DESCRIPT | | | AUTOS | |
| This endorsement provides only those | | | nich an entr | y is st | | plicable box. |
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| ANGELES CHEMICAL CO., INC., ETAL | POLICY NUMBER 2-49 LA 310 07 53 | SEQUENTIAL NO. | |
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| PRODUCER MAX BEHM & ASSOCIATES, INC. | EFFECTIVE DATE 4-23-84 | | |

DECLARATIONS

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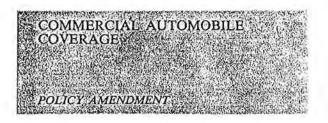
AMENDMENT

9-15-84DA
ONE OF THE
FIREMAN'S FUND INSURANCE COMPANIES
AS NAMED IN THE POLICY

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COUNTERSIGNATURE OF AUTHORIZED AGENT

STOCK NO 140511 11 0



STOCK NO. CA 99 10 12 80

BUSINESS AUTO POLICY GARAGE POLICY TRUCKERS' POLICY Drive Other Car Coverage—Broadened Coverage for Named Individuals CA 99 10 12 80

| 2-49 LA 310 07 53 SEQUENTIAL NO. | | | |
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ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY

CORRESPONDS TO ENDT #18

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COMMERCIAL LIABILITY AND AUTOMOBILE COVERAGE



FIREMAN'S FUND INSURANCE COMPANIES COVERAGE IS PROVIDED IN THE FOLLOWING COMPANY, A STOCK COMPANY.

FIREMAN'S FUND

POLICY COVERAGE

STOCK NO. 5951(A)(GL/A)-11-82

GENERAL DECLARATIONS

ರಾ NUMBER 2-49 MXC 550 46 56 ISUALEGT TO AUDIT GROUP NUMBER PRODUCER NAME AND CODE 04 603 630 MAX BEHM & ASSOCIATES PREVIOUS POLICY NUMBER(S) NAMED INSURED AND MAILING ADDRESS ANGELES CHEMICAL CO., INC. & LA 31₄0 07 53 STALLION TANK LINES, INC. P.O. POX 2163 SANTA FE SPRINGS, CA. 90670 BUSINESS OR OPERATIONS OF THE NAMED INSURED THE NAMED INSURED IS A(N) WHOLESALE SALES & DISTRIBUTION OF CORPORATION INDIVIDUAL INDUSTRIAL CHEMICALS PARTNERSHIP THE INSURANCE AFFORDED BY THIS POLICY IS ONLY WITH RESPECT TO THE COVERAGE PART(S) INDICATED ON THE DECLARATIONS PAGE(S) IDENTIFIED BELOW BY AN "X" (N THE APPLICABLE BOX. MANUFACTURERS' AND CONTRACTORS' LIABILITY DRUGGISTS' LIABILITY STOREKEEVERS' LIABILITY FUNERAL DIRECTORS' PROFESSIONAL LIABILITY BUSINESS AUTO POLICY CEMETERY PROFESSIONAL LIABILITY GARAGE POLICY-NON DEALERS EMPLOYERS' NON-OWNERSHIP AUTOMOBILE X COMPREHENSIVE GENERAL LIABILITY TRUCKERS' POLICY OWNERS', LANDLORDS' AND TENANTS' LIABILITY POLICY PERIOD 12:01 A.M., STANDARD TIME AT THE NAMED INSURED'S ADDRESS STATED ABOVE. POLICY COVERS FROM **1-1-85** 1-1-86 INSTALLMENT PAYMENTS APPLY SEE PAGE TWO (2) FOLLOWING ESTIMATED ANNUAL PREMIUM \$ 57,525. PREMIUM DUE AT INCEPTION \$ 57,525. THIS POLICY MAY BE SUBJECT TO PREMIUM ADJUSTMENT PER POLICY TERMS LOCATION OF PREMISES-APPLICABLE TO COVERAGES SPECIFIED IN THESE DECLARATIONS LOC. 1 8915 SURENSEN AVENUE LOC, 4 SANTA FE SPRINGS, CA. LOC. 5 1QC. 2 LOC. 6 LOC. 3 MXC FORMS AND ENDORSEMENTS ATTACHED AT INCEPTION GL0002 01-73;105161 09-83; 105237 07-79 REV.;GL0019 07 78;105244 08 80 REV.;GL0032 04 140583 11-81 REV.:100904 11-82:CA2154 07-84:CA0143 10-83:CA9910 12-80:CA9919 01-78: 5 1,01,609 11-82 REV .; CA2001, 12-80; \mathcal{O} DATE COUNTERSIGNATURE Φ 4-1-95 KNK $^{\circ}$ AGENCY 5

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PRODUCER COEM

A-370

COMMERCIAL LIABILITY COVERAGE

GENERAL LIABILITY

Comprehensive General Liability Insurance

These Declarations Are Issued In Conjunction With And Are Part Of Policy Form GL 00 02 01 73.

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POLICY COVERAGE

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ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED

STOCK NO. 5951 (C)-CGL-11-12 .

PRODUCER COPY

COMMERCIAL COVERAGE

GENERAL LIABILITY COVERAGE

Comprehensive General Liability Insurance

GL 00 #2 01 73

POLICY COVERAGE

These policy provisions, together with all applicable terms, conditions and exclusions of the policy and the coverage paris and endursements made a part hereof by designation in the Declarations, complete the Liability Coverage of this policy.

· COVERAGE PART — COMPREHENSIVE GENERAL LIABILITY INSURANCE

1. INSURING AGREEMENT
The Company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of bodily injury or property damage to which this insurance applies, caused by an occurrence, and the Company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the Company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the Company's liability has been exhausted by payment of judgments or settlements.

2. EXCLUSIONS

This insurance does not apply:

(a) to liability assumed by the insured under any contract or agreement except an incidental contract; but this exclusion does not apply to a warranty of fitness or quality of the named insured's products or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner;

(b) (o bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of (1) any automobile or aircraft owned or operated by or rented or loaned to any insured, or (2) any other automobils or aircraft operated by any person in the course of his employment by any insured; but this exclusion does not apply to the parking of an automobile on premises owned by, rented to or controlled by the named insured or the ways immediately adjuining, if such automobile is not owned by or rented or loaned to any in-

(c) to bodily injury or property damage arising out of (1) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demoistion contest or in any stunting activity or in practice or preparation for any such contest or activity or (2) the operation or use of any snowmobile or trailer designed for use therewith:

 (d) to bodily injury or property damage arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to any insured;

(e) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of (1) any watercraft owned or operated by or rented or loaned to any insured, or (2) any other watercraft operated by any person in the course of his employment by any insured; but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the named insured;

(f) to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soos, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden

and accidental;
(g) to bodily injury or property damage due to war,
whether or not declared, civil war, insurrection, rebellion
or revolution or to any act or condition incident to any of
the foregoing, with respect to (1) liability assumed by insured under an incidental contract, or (2) expenses for
tirst aid under the Supplementary Payments provision;

(h) to bodily injury or property damage for which the insured or his indemnitee may be held liable (1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or (2) if not so engaged, as an owner or lessor of premises used for such purposes, if such liability is imposed (i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, or (ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person; but part (ii) of this exclusion does not apply with respect to liability of the insured or his indemnitee as an owner or lessor described in (2) above;

This Form must be attached to Change Enforcement whom hasted after the Policy is written.

OHE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS MAKED IN THE POLICY

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STOCK NO. GL .. 52 82 13 REV.

(i) to any obligation for which the insured or any carrier as his insurer may be held liable under any workers' compensation, unemployment compensation or disability benefits law, or under any similar law;

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 (i) to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured or to any obligation of the insured to indemnify another because of damages arising out of such injury; but this exclusion does not apply to liability assumed by the insured under an incidental contract;

(k) to property damage to (1) property owned or occupied by or rented to the insured, (2) property used by the insured, or (3) property in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control; but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to property damage (other than to elevators) arising out of the use of an elevator at premises owned by, rented to or controlled by the named insured:

(!) to property damage to premises allenated by the named insured arising out of such premises or any part thereof;

(m) to loss of use of tangible property which has not been physically injured or destroyed resulting from (1) a delay in or lack of performance by or on behalf of the named insured of any contract or agreement, or (2) the failure of the named insured's products or work performed by or on behalf of the named insured to meet the level of performance, quality, fitness or durability warranted or represented by the named insured; but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the named insured's products or work performed by or on behalf of the named insured after such products or work have been put to use by any person or organization other than an insured;

(n) to property damage to the named insured's products arising out of such products or any part of such products;

(c) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;

(p) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use to the named insured's products or work completed by or for the named insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein.

. 3. PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below:

(a) if the named insured is designated in the Declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the named insured with respect to the conduct of such a business;

(b) if the named insured is designated in the Declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;

(c) if the named insured is designated in the Declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;

(d) any person (other than an employee of the named insured) or organization while acting as real estate manager for the named insured; and

(e) with respect to the operation, for the purpose of locomotion upon a public highway, of mobile equipment registered under any other motor vehicle registration law, (i) an employee of the named insured while operating any such equipment in the course of his employment, and (ii) any other person while operating with the permission of the named insured any such equipment registered in the name of the named insured and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;

provided that no person or organization shall be an insured under this paragraph (e) with respect to: (I) bodily injury to any fellow employee of such person injured in the tourse of his employment, or (2) property damage to property owned by, rented to, in charge of or occupied by the named insured or the employer of any person described in subparagraph (ii).

This insurance does not apply to bodily injury or property damage arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

4. LIMITS OF LIABILITY

Regardiess of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, (3) cisims made or suits brought on account of bodily injury or property damage or (4) units of mobile equipment to which this policy applies, the Company's liability is limited as follows:

(a) Separate limits of liability for bodily injury liability and property damage liability.

The total liability of the Company for all damages, including damages for care and loss of services, because of bodily injury sustained by one or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the Declarations as applicable to "each occurrence."

Subject to the above provision respecting "each occurrence," the total liability of the Company for all damages because of (1) all bodily injury included within the completed operations hazard and (2) all bodily injury included within the products hazard shall not exceed the limit of bodily injury liability stated in the Declarations as "aggregate." • The total liability of the Company for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in the Declarations as applicable to "each occurrence."

Subject to the above provision respecting "each oc-currence," the total liability of the Company for all damages because of all property damage to which this coverage applies and described in any of the numbered subparagraphs below shall not exceed the limit of property damage liability stated in the Declarations as "aggregate"; (1) all property damage arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including property damage for which liability is assumed under any incidental contract relating to such premises or operations, but excluding property damage included in subparagraph (2) below; (2) all property damage arising out of and oc-curring in the course of operations performed for the named insured by independent contractors and general supervision thereof by the named insured, including any such property damage for which liability is assumed under any incidental contract relating to such operations, but this subparagraph (2) does not include property damage arising out of maintenance or repairs at premises owned by or rented to the named insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures; (3) all property damage included within the products hazard and all property damage included within the completed operations hazard.

Such aggregate limit shall apply separately to the property damage described in subparagraphs (1), (2) and (3) above, and under subparagraphs (1) and (2), separately with respect to each project away from premises owned by or rented to the named insured.

(b) Combined single limit of liability for bodily injury and property damage liability.

The total liability of the Company for all damages under all bodily injury liability and property damage liability coverages of this policy because of bodily injury or property damage sustained by one or more persons or organizations as a result of any one occurrence shall not exceed the limit of liability stated in the Declarations for "each occurrence."

Subject to the above provision respecting "each occurrence," the total liability of the Company for all damages arising out of the products hazard and completed operations hazard shall not exceed the limits of liability stated in the Declarations as "aggregate."

Subject to the above provision respecting "each occurrence," the total liability of the Company for all damages because of all property damage to which the policy applies

(i) arising out of premises or operations rated on a remuneration basis or contractors equipment rated on a receipts basis, including liability assumed under any incidental contract relating to such premises or operations or

(ii) arising out of and occurring in the course of operations, other than maintenance or repairs at premises owned by or rented to the named insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures, performed for the named insured by independent contractors and general supervision thereof by the named insured including ilability assumed under any incidental contract relating to such operations

shall not exceed the limit of liability stated in the Declarations as "aggregate," Said aggregate limit of liability shall apply separately to (i) and (ii) and under each separately to each project away from premises owned by or rented to the named insured.

With respect to any occurrence for which notice of this policy is given in lieu of security or when this policy is certified as proof of financial responsibility for the future under the provisions of the motor vehicle financial responsibility law of any state, province or other territorial jurisdiction, the stated limits of liability as respects each occurrence shall be applied to provide the separate limits of liability required by such law for bodily injury liability and property damage liability to the extent of the coverage required by such law, but the separate application of such limits shall not increase the total limit of the Company's liability.

For the purpose of determining the limit of the Company's liability under (a) or (b) above, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

5. POLICY PERIOD: TERRITORY

This insurance applies only to bodily injury or property damage which occurs during the Policy Period within the policy territory.

6. When used as a premium baxis:

"admissions" means the total number of persons, other than employees of the named insured, admitted to the event insured or to events conducted on the premises whether on paid admission tickets, compilmentary tickets or passes;

"cost" means the total cost to the named insured with respect to operations performed for the named insured during the policy period by independent contractors of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or subcontractor, including all fees, allowances, bonuses or commissions made, paid or due;

"receipts" means the gross amount of money charged by the named insured for such operations by the named insured or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the named insured collects as a separate

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PAGE THREE OF FOUR

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item and remits directly to a governmental division;

"remuneration" means the entire remuneration carned during the policy period by proprietors and by all employees of the named insured, other than chauffeurs (except operators of mobile equipment) and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the Company;

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PAGE FOUR OF FOUR

"sales" means the gross amount of money charged by the named insured or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair, and includes taxes, other than taxes which the named insured and such others collect as a separate item and remit directly to a governmental division.

COMMERCIAL COVERAGE

· GENERAL LIABILITY

General Liability Multi-Cover®

105161--09-83

POLICY AMENDMENT

IF THE POLLOWING INFORMATION IS NOT COMPLETE, BUFFR TO THE APPROPRIATE DECLARATIONS ATTACHED TO THE POLICY,

| INTURAL) | • | POLICY NUMBER . | SEQUENTIAL NO. |
|----------|---|-----------------|----------------|
| PRODUCER | | EFFECTIVE DAYE | |

DECLARATIONS

PERSONAL INJURY AND ADVERTISING LIABILITY AGGREGATE LINET SHALL SE THE PER OCCURRENCE BODILY DUURY LIABILITY LIMIT UNLESS OTHERWISE INDICATED HERRIN

STADSADDA 000.

PREMISES MEDICAL PAYMENTS COVERAGE LIMIT OF LIABILITY \$1,000 EACH PERSON UNLESS OTHERWISE INDICATED HERSEN

AND EACH PERSON

Such insurance as is afforded by the Policy for Comprehensive General Liability Insurance or Storekeeper's Insurance is amended to include the following additions and extensions of coverage:

I. CONTRACTUAL LIABILITY COVERAGE

- (A) The definition of incidental contract is extended to include any oral or written contract or agreement relating to the conduct of the named insured's business.
- (B) The insurance afforded with respect to liability assumed under an incidental contract is subject to the following additional exclusions:
- (1) to bodily injury or property damage for which the insured has assumed liability under any incidental contract, if such injury or damage occurred prior to the execution of the incidental contract;
- (2) if the insured is an architect, engineer or surveyor, to bodily injury or property damage arising out of the rendering of or the failure to render professional services by such insured, including
- (a) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, and
- (b) supervisory, inspection or engineering services;

- (3) if the indemnitee of the insured is an architect, engineer or surveyor, to the liability of the indemnitee, his agents or employees, arising out of
- (a) the preparation or approval of or the failure to prepare or approve maps, drawings, opinious, reports, surveys, change orders, designs or specifications, or
- (b) the giving of or the failure to give directions or instructions by the indemnitee, his agents or employees, provided such giving or failure to give is the primary cause of the bodily injury or property damage;
- (4) to any obligation for which the insured may be held liable in an action on a contract by a third party beneficiary for bodily injury or property damage arising out of a project for a public authority; but this exclusion does not apply to an action by the public authority or any other person or organization engaged in the project;
- (5) to bodily injury or property damage arising out of construction or demolition operations, within 50 feet of any railroad property, and affecting any railroad bridge or treatle, tracks, road beds, tunnel, underpass or crossing; but this exclusion does not apply to sidetrack agreements, or easement or license agreements in connection with vehicle or pedestrian private railroad crossings at grade.
- (C) The following exclusions applicable to Coverages A (Bodily Injury) and B (Property Damage) do not apply to

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This Form must be stracked to Change Endorsement when haved after the Policy is written.

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS HAMED IN THE POLICY

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this Contractual Liability Coverage: (b), (c) (2), (d) and (e).

(D) the following additional condition applies:

Arbitration

The company shall be entitled to exercise all of the insured's rights in the choice of arbitrators and in the conduct of any arbitration proceeding.

2. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY COVERAGE

(A) The company will pay on behalf of the issured all sums which the issured shall become legally obligated to pay as damages because of personal injury or advertising injury to which this insurance applies, sustained by any person or organization and arising out of the conduct of the named insured's business, within the policy tarritory, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such injury, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

(B) This insurance does not apply:

- to liability assumed by the insured under any contract or agreement;
- (2) to personal injury or advertising lajury arising out of the wiful violation of a penal statute or ordinance committed by or with the knowledge or consent of the
- (3) to personal lajary or advertising injury arising out of a publication or utterance of a libel or slander, or a publication or utterance in violation of an individual's right of privacy, if the first injurious publication or utterance of the same or similar material by or on behalf of the named insured was made prior to the effective date of this insurance;
- (4) to personal injury or advertising injury arising out of libel or slander or the publication or utterance of defamatory or disparaging material concerning any person or organization or goods, products or services, or in violation of an individual's right of privacy, made by or at the direction of the insured with knowledge of the faixity thereof;
- (5) to personal injury or advertising injury arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in the declarations of the policy as a named insured;

(6) to advertising injury arising out of

(a) failure of performance of contract, but this exclusion does not apply to the unauthorized appropriation of ideas based upon alleged breach of implied contract, or

- (b) infringement of trademark, service mark or trade name, other than titles or slogans, by use thereof on or in connection with goods, products or services sold, offered for sale or advertised, or
- (c) incorrect description or mistake in advertised price of goods, products or services sold, offered for sale or advertised;

(7) with respect to edvertising lajury

- (a) to any insured in the business of advertising, broadcasting, publishing or telecasting, or
- (b) to any injury arising out of any act committed by the hunred with actual malice.

(C) Limits of Linbility

Regardless of the number of (1) insureds hereunder, (2) persons or organizations who sustain injury or damage, or (3) claims made or suits brought on account of personal injury or advertising injury, the total limit of the company's liability under this coverage for all damages shall not exceed the limit of liability stated in this endorsement as "aggregate".

(D) Additional Definitions

"Advertising Injury" means injury arising out of an offense committed during the policy period occurring in the course of the named insured's advertising activities, if such injury arises out of libel, slander, defamation, violation of right of privacy, piracy, unfair competition, or infringement of copyright, title or slogan.

"Personal Injury" means injury arising out of one or more of the following offences committed during the policy period:

- (I) false arrest, detention, imprisonment, or malicious prosecution;
- (2) wrongful entry or eviction or other invasion of the right of private occupancy;
- (3) a publication or utterance
- (a) of a libel or signder or other defamatory or disparaging ... material, or
- (b) in violation of an individual's right of privacy;

except publications or utterances in the course of or related to advertising, broadcasting, publishing or telecasting activities conducted by or on behalf of the named insured shall not be deemed personal injury.

3. PREMISES MEDICAL PAYMENTS COVERAGE

The company will pay to or for each person who sustains bodily lajury caused by accident all reasonable medical expense incurred within one year from the date of the accident on account of such bodily injury, provided such bodily lajury arises out of (a) a condition in the insured premises, or (b) operations with respect to which the named insured is afforded coverage for bodily injury liability under the policy.

This insurance does not apply:

(A) to bodily injury

- (1) arising out of the ownership, maintenance, operation, use, loading or unloading of
- (a) any automobile or aircraft owned or operated by or rented or loaned to any insured, or
- (b) any other automobile or aircraft operated by any person in the course of his employment by any issuered;

but this exclusion does not apply to the parking of an automobile on the insured premises, if such automobile is not owned by or rested or loaned to any insured;

(2) arising out of

- (a) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practics or preparation for any such contest or activity, or
- (b) the operation or use of any movembile or trailer designed for use therewith:
- (i) owned or operated by or rented or loaned to any insured, or
- (ii) operated by any person in the course of his employment by any insured;
- arising out of the ownership, maintenance, operation, use, loading or unloading of
- (a) any watercraft owned or operated by or rented or loaned to any lawared, or
- (b) any other watercraft operated by any person in the course of his employment by any insured;

but this exclusion does not apply to watercraft while ashore on the insured premises:

(4) arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to the named insured;

(B) to bodily lajery

- included within the completed operations hazard or the products hazard;
- (2) arising out of operations performed for the named issured by independent contractors other than
- (a) maintenance and repair of the insured premises, or
- (b) structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;
- (3) resulting from the selling, serving or giving of any alcoholic beverage
- (a) in violation of any statute, ordinance or regulation.
- (b) to a minor,
- (c) to a person under the influence of alcohol, or

STOCK NO. 105161--09-83

(d) which causes or contributes to the intoxication of any person,

if the named insured is a person or organization engaged in the business of manufacturing, custributing, selling or serving alcoholic beverages, or if not so engaged, is an owner or lessor of premises used for such purposes, but only part (a) of this exclusion (B) (3) applies when the named issured is such an owner or lessor;

(4) due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;

(C) to bodly lajary

- to the samed learned, any partner thereof, any tenant or other person regularly residing on the leasured pressless or any employee of any of the foregoing if the bedily injury arises out of and in the course of his employment therewith;
- (2) to any other tenant if the bodily injury occurs on that part of the insured premises rented from the named insured or to any employee of such a tenant if the bodily injury occurs on the tenant's part of the insured premises and arises out of and in the course of his employment for the tenant:
- (3) to any person while engaged in maintenance and repair of the insured premises or alteration, demolition or new construction at such premises;
- (4) to any person if any benefits for such bedily lajury are payable or required to be provided under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (5) to any person practicing, instructing or participating in any physical training, sport, athletic activity or contest whether on a formal or informal basis;
- (6) if the named issured is a club, to any member of the named insured;
- (7) if the named insured is a hotel, motel, or tourist court, to any guest of the samed insured;
- (D) to any medical expense for services by the named insured, any employee thereof or any person or organization under contract to the named insued to provide such services.

LIMITS OF LIABILITY

The limit of liability for Premises Medical Payments Coverage is \$1,000 each person unless otherwise stated in the schedule of this endorsement. The limit of liability applicable to "each person" is the limit of the company's liability for all medical expense for bodily lajury to any one person as the result of any one accident; but subject to the above provision respecting "each person", the total liability of the company under Premises Medical Payments Coverage for all medical expense for bodily injury to two or more persons as the result of any one accident shall not exceed the limit of bodily injury liability stated in the policy as applicable to "each occurrence".

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When more than one medical payments coverage afforded by the policy applies to the loss, the company shall not be liable for more than the amount of the highest applicable limit of liability.

ADDITIONAL DEFINITIONS

When used herein:

"insured premises" means all premises owned by or rented to the samed insured with respect to which the samed insured is afforded coverage for hedly injusy liability under this policy, and includes the ways immediately adjoining on land;

"medical expense" means expenses for necessary medical, surgical, x-ray and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services.

ADDITIONAL CONDITION

Medical Reports: Proof and Payment of Claim

As soon as practicable the injured person or someone on his behalf shall give to the company written proof of claim, under eath if required, and shall, after each request from the company, execute authorization to enable the company to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by the company when and as often as the company may reasonably require. The company may pay the injured person or any person or organization rendering the services and the payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute an admission of liability of any person or, except hereunder, of the company.

4. HOST LIQUOR LAW LIABILITY COVERAGE

Exclusion (h) does not apply with respect to liability of the insured or his indemnitor arising out of the giving or serving of alcoholic beverages at functions incidental to the named insured's business, provided the named insured is not engaged in the business of manufacturing, distributing, selling or serving of alcoholic beverages.

5. FIRE AND/OR EXPLOSION LEGAL LIABILITY COVERAGE—REAL PROPERTY

With respect to property damage to structures or portions thereof rented to or leased to the named insured, including fixtures permanently attached thereto, if such property damage arises out of fire or explosion

(A) All of the exclusions of the policy, other than the Nuclear Energy Liability Exclusion (Broad Form), are deleted and replaced by the following:

This insurance does not apply to liability assumed by the insured under any contract or agreement.

(B) The limit of property damage liability as respects this Fire and/or Explosion Legal Liability Coverage—Real Property is \$50,000 each occurrence unless otherwise stated in the schedule of this endorsement.

(C) The Fire and/or Explosion Legal Liability Coverage— Real Property shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof), available to the insured, such as, but not limited to, Fire, Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage, and the Other Insurance Condition of the policy is amended accordingly.

6. BROAD FORM PROPERTY DAMAGE LIABILITY COVERAGE (Including Completed Operations)

The insurance for property damage liability applies, subject to the following additional provisions:

- (A) Exclusions (k) and (o) are replaced by the following:
- (1) to property owned or occupied by or rented to the insured, or, except with respect to the use of elevators, to property held by the issueed for sale or entrusted to the issured for storage or safekooping;
- (2) except with respect to liability under a written sidetrack agreement or the use of elevators
- (a) to property while on premises owned by or rented to the issured for the purpose of having operations performed on such property by or on behalf of the insured,
- (b) to tools or equipment while being used by the insured in performing his operations,
- (c) to property in the custody of the insured which is to be installed, erected or used in construction by the insured,
- (d) to that particular part of any property, not on premises owned by or rented to the issuered,
- (i) upon which operations are being performed by or on behalf of the lassred at the time of the property damage arising out of such operations, or
- (ii) out of which any property damage arises, or
- (iii) the restoration, repair or replacement of which has been made or is necessary by reason of faulty workmanship thereon by or on behalf of the lessured;
- (3) with respect to the completed operations hazard and with respect to any classification stated in the policy or in the company's manual as "including completed operations", to properly damage to work performed by the usual insured arising out of such work or any portion thereof, or out of such materials, parts or equipment furnished in connection therewith.
- (B) The Broad Form Property Damage Liability Coverage shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof) available to the insued, such as, but not limited to, Fire, Extended Coverage, Builder's Risk Coverage or installation Risk Coverage, and the Other Insurance Condition of the policy is amended accordingly.

7. INCIDENTAL MEDICAL MALPRACTICE LIABIL-ITY COVERAGE

The definition of bodily injury is amended to include Incidental Medical Malpractice Injury. incidental Medical Malpractice Injury means injury arising out of the rendering of or failure to render, during the policy period, the following services:

- (A) medical, surgical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith, or
- (B) the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.

This coverage does not apply to:

- (1) expenses incurred by the Insured for first-aid to others at the time of an accident and the "Supplementary Payments" provision and the "Insured's Duties in the Event of Occurrence, Claim or Suit" Condition are amended accordingly;
- (2) any insured engaged in the business or occupation of providing any of the services described under 7 (A) and (B) above;
- (3) injury caused by any indemnitee if such indemnitee is engaged in the business or occupation of providing any of the services described under 7 (A) and (B) above.

6. NON-OWNED WATERCRAFT LIABILITY COVER-AGE (33 feet and under in length)

Exclusion (e) does not apply to any watercraft 33 feet and under in length provided such watercraft is neither owned by the named insured nor being used to carry persons or property for a charge.

Where the insured is, irrespective of this coverage, covered or protected against any loss or claim which would otherwise have been paid by the company under this endorsement, there shall be no contribution or participation by this company on the basis of excess, contributing, deficiency, concurrent, or double insurance or otherwise.

9. LIMITED WORLDWIDE LIABILITY COVERAGE

The definition of policy territory is amended to include the following:

(4) Anywhere in the world with respect to bodlly injury, property damage, personal injury or advertising injury arising out of the activities of any insured permanently domiciled in the United States of America though temporarily outside the United States of America, its territories and possessions or Canada, provided the original suit for damages because of any such injury or damage is brought within the United States of America, its territories or possessions or Canada.

Such insurance as is afforded by paragraph (4) above shall not apply:

- (a) to bodily injury or property damage included within the completed operations hazard or the products hazard;
- (b) to Premises Medical Payments Coverage.

STOCK NO. 105161---69-83

18. ADDITIONAL PERSONS INSURED

As respects bodily injury, property damage and personal injury and advertising injury coverages, under the provision "Persons Insured", the following are added as insured:

- (A) Spouse—Partnership—If the named insured is a partnership, the spouse of a partner but only with respect to the conduct of the business of the named insured:
- (B) Employee—Any employee (other than executive officers) of the samed lasared while acting within the scope of his duties as such, but the insurance afforded to such employee does not apply:
- (i) to bedily injury or personal lajury to another employee of the named beared arising out of or in the course of his employment;
- (2) to personal injury or advertising injury to the named insured or, if the named insured is a partnership or joint venture, any partner or member thereof, or the spouse of any of the foregoing;
- (3) to property damage to property owned, occupied or used by, rented to, in the care, custody or control of or over which physical control is being exercised for any purpose by another employee of the samed insured, or by the samed insured or, if the samed issured is a partnership or joint venture, by any partner or member thereof or by the spouse of any of the foregoing.

11. AMENDMENT OF OCCURRENCE DEFINITION

The definition of occurrence includes any intentional act by or at the direction of the insured which results in bodily injury. If such injury arises solely from the use of reasonable force for the purpose of protecting persons or property.

12. AUTOMATIC COVERAGE—NEWLY ACQUIRED ORGANIZATIONS (90 DAYS)

The word insured shall include as named insured any organization which is acquired or formed by the named insured and over which the named insured maintains ownership or majority interest, other than a joint venture, provided this insurance does not apply to bodily injury, property damaga, personal injury or advertising injury with respect to which such new organization under this policy is also an insured under any other similar liability or indemnity policy or would be an insured under any such policy but for exhaustion of its limits of liability. The insurance afforded hereby shall terminate 90 days from the date any such organization is acquired or formed by the named insured.

ij. Insured's duties in the event of occurrence, claim or suit

Paragraphs (a) and (b) of the condition entitled "Insured's Duties in the Event of Occurrence, Claim or Suit" are deleted and replaced by the following:

PAGE FIVE OF SIX

(A) In the event of an occurrence, written notice containing particulars sufficient to identify the insured, and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to the company or any of its authorized agents as soon as practicable after knowledge of such occurrence is had by the named insured, if an individual; by a partner, if the seemed insured is a partnership; or by an executive officer or insurance manager, if the named insured is a corporation.

(B) If a claim is made or suit is brought against the lassred, every demand, notice, summons or other process received by the issured or it's representative shall be immediately forwarded to the company; however, this condition will not be considered breached unless failure to forward such demand, notice, summons or other process to the company occurs after knowledge of such is had by the named issured, if an individual; by a partner, if the named issured is a partnership; or by an executive officer of insurance manager, if the samed issured is a corporation.

COMMERCIAL LIABILITY COVERAGE

POLICY AMENDMENT

GENERAL LIABILITY

Amendatory Endorsement-Additional Definition

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This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

GENERAL LIABILITY INSURANCE AND SMP LIABILITY INSURANCE

It is agreed that the following definition is added:

"loading or unloading", with respect to an automobile, means the handling of property after it is moved from the place where it is accepted for movement into or onto an automobile or while it is in or on an automobile or while it

is being moved from an automobile to the place where it is

finally delivered, but "loading or unloading" does not include the movement of property by means of a mechanical device (other than a hand truck) not attached to the automobile.

This Form must be attached to Change Endorsement when Issued after the Policy is written.

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICE

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PRESIDENT

STOCK NO. GT. 00 19 07 7





This conferencest modifies such insurance as is afforded by the provisions of the policy relating to the following:

ALL INSURANCE OTHER THAN AUTOMOBILE

It is agreed that the following condition is added:

Two or More Policies. If this policy and any other policy issued to the maned insured by the Company named in this policy or any company affiliated with the Company named in this policy apply to the same occurrence, the aggregate maximum limit of liability under all the policies shall not

exceed the highest applicable limit of liability under any one policy. This condition does not apply to any policy issued by the Company named in this policy or any company affiliated with the Company named in this policy specifically to apply as excess insurance over this policy.

This Endorsoment must be attached to Charge Endorsoment when based after the Policy is written.

ONE OF THE FEREMANTE FUND INSURANCE COMPANIES AS HAVED IN THE PORICY

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PRESIDENT

STOCK NO. 105244-06-10 REV.

COMMERCIAL COVERAGE

GENERAL LLABILITY

Amendatory Endorsement

GL 00 32 84 84

POLICY AMENDMENT

This endorsement modifies such incurance as is afforded by the provisions of the policy relating to the following:

Comprehensive General Liability Insurance
Manufacturers and Contractors Liability Insurance
Owners, Landlords and Tenants Liability Insurance
Owners and Contractors Protective Liability Insurance
Storkkepers Insurance
SMP Liability Insurance

It is agreed that the exclusion relating to hodily injury to may . employee of the insered is deleted and replaced by the following:

This insurance does not apply:

- (i) to hodily lajury to any employee of the lasured arising out of and in the course of his employment by the issured for which the issured may be held liable as an employer or in any other capacity;
- (ii) to any obligation of the immed to indemnify or contribute with another because of damages arising out of the hodily

fujery; or

(iii) to bodily injury sustained by the spouse, child, parent, brother, or sister of an employee of the issured as a consequence of bodily injury to such employee arising out of and in the course of his employment by the issured;

This exclusion applies to all claims and suits by any person or organization for damages because of such bodily injury including damages for care and loss of services.

This exclusion does not apply to liability assumed by the lasured under an incidental contract.

This form must be attached to Change Fadorpropert when based after the Policy is written.

ONE OF THE FIREMAN'S PURD INSURANCE COMPANIES AS NAMED IN THE POLICY

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PREMINENT

STOCK NO. GL 00 33 84 84

COMMERCIAL AUTOMOBILE COVERAGE

POLICY COVERAGE

BUSINESS AUTO POLICY

DECLARATIONS

These Declarations Are Issued In Conjunction With And Are Part Of Policy Form 140583—11-81 REV

| comprehensive \$ 100. * / 2 specified perils \$ 25. ** | IS. RED AUTOS | LIMITS |
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| INSURANCE IS PROVIDED ONLY FOR THOSE COVERAGES FOR WHICH AN ENTRY IS S LIMITS OF LIABILITY ARE STATED IN THE PLACE PROVIDED IN THESE DECLARATION SCHEDULE OF COVERAGES AND COVER (SEE SUPPLEMENTARY STATE ENDORSEMENTS OF LIABILITY INSURANCE) LIABILITY INSURANCE COMBINED BODILY INJURY AND PROPERTY DAMAGE LIABILITY PROPERTY DAMAGE LIABILITY AUTO MEDICAL PAYMENTS INSURANCE UNINSURED MOTORISTS INSURANCE COVERAGES SYMBOLS (SEE PART 1, PARAGRAPH K) LIABILITY INSURANCE LIABILITY INSURANCE THE PERSONAL INJURY PROTECTION AUTO MEDICAL PAYMENTS JUNINSURED MOTORISTS INSURANCE AUTO MEDICAL PAYMENTS JUNINSURED MOTORISTS INSURANCE PHYSICAL DAMAGE INSURANCE AT ACTUAL CASH VALUE OR COST OF REPAIR, BELOW UNLESS OTHERWISE SHOWN IN ITEM FOUR, SCHEDULE OF COVERED AUTORISTS COMPREHENSIVE COMPREHENSIVE SPECIFIED PERILS SYMBOLS (SEE PAIR 1, PARAGRAPH K) COVERAGES DEDUCTIBLES SYMBOLS (SEE PAIR 2, PAIR 3, | NS. RED AUTOS VHERE APPLICABLE) EACH PERSO XXXXXXXXXXX \$ XXXXXXXXXXX | HMITS S 500,1000 S S XXXXXXXXXXX |
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| TEM THREE. DESCRIPTION OF COVERED AUTOS (SEE PART I, PARAGRAPH K) | | |
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COMMERCIAL AUTOMORIUR COVERAGE BUSINESS AUTO POLICY

DECLARATIONS

MAIN'S COVERAGE

These Declarations Are Laurel In Designation Wills And Are Park Of Paller Parks (2004) and Left REP.

THIS DECLARATIONS MUST DE ATTACHED TO CHANGE ENDORSEMENT WHEN ISSUED AFTER INCEPTION.

| 7. 65 INT'L T #26F8 SANTA F 8. 69 GMC STA #3872 SANTA F 9. 73 FORD UT #0635 SANTA F 10. 71 FORD TR | E, MODEL, BODY TYPE, SIZE TYPE, JMBER, GARAGE LOCATION ANKER TRUCK E SPRINGS KE TRUCK E-SPRINGS 9000 TRACTUR | X NULKY PRODERY PROPERTY PROPERTY | MEDICAL | PERSONAL INJURY PROTECTION | MISC. NO.FAULT COVERAGE | LNINSURED | UNDER- INSURED MOTORIS:S | ACY | LESS DEDUC- | ACY | IFIED RILS | COLLISION ACV LESS DEDUCTIBLE \$ | CHA | BINED SICAL HAGE | TOWING |
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| 8. 69 GMC STA #3872 SANTA F 9. 73 FORD UT #0635 SANTA F 1.0. 71 FORD TF | KE TRUCK E-SPRINGS | X | | | | | | ACV | 1,00. | | | 250. | | | |
| 9. 73 FORD UT #0635 SANTA F | | | | | - | | E C-1 1-41 | ACV | 100. | | | 250. | > | | |
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| #2400 SANTA P | Photo and a facilities of the control of the contro | x | | | | | | ACV | 100. | | | 250. | | | |
| 11. 71 FORD TF #0794 | | × | | | | | | ACV | 200. | | | 250. | | | |
| 13. 59 FRUEHAL 8953374 | F TRAILER | x | | | | | | ACV | 7,00* | | - | 250• | | | |
| 15. 59 FRUEHAL #4421 | F TRAILER SPRINGS | x | | | | | | ACV | 100. | | | 250. | | | |
| 16. 58 FRUEHAL #4996 | F TRAILER | x | П | | | | | ACV | 400. | | ž | 250. | | | |
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COMMERCIAL AUTOMOBILE COVERAGE

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THIS DECLARATIONS MUST BE ATTACHED TO CHANGE ENDORSEMENT WHEN ISSUED AFTER INCEPTION.

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COMMERCIAL AUTOMOBILE

BUSINESS AUTO POLICY

POLICY COVERAGE

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THIS DECLARATIONS MUST BE ATTACHED TO CHANGE ENDORSEMENT WHEN ISSUED AFTER INCEPTION.

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| 18. | 75 | CLARK FORKLIFT | x | | | | | | ACV | 100. | | | 250 | • | | |
| 20 | 80 | SANTA FE SPRINGS OLDSMOBILE | x | x | | + | x | | ACV | 50. | | | 200 | | | |
| 24 | 88 | #6864 SANTA FE SPRINGS FORD CL900 TRACTUR | × | | | | | | ACV | 500. | | | 500 | • | | |
| 24 | 9 | #5478 SANTA FE SPRINGS | " | | | | | | | | | | | | | |
| 25 | 81, | TOYDTA CELICA #1629 | Х | X | | | × | | ACV | 50. | | | 200 | ' | | |
| 29 | 82 | SANTA FE SPRINGS BEALL TRANSLINER SEMI TRLE TANKER | х | | | | | | ACV | 100. | | | 250 | * | | |
| 20 | 82 | #44820 SANTA FE SPRINGS BEALL TRANSLINER | X | | | | | | ACV | 100. | ** | | 250 | | | |
| 30 | 02 | SEMI TRLR. TANKER #44830 | " | | | | | | | | | | | | | |
| 31 | 82 | SANTA FE SPRINGS OLDS CUTLASS SUPREME #5197 | × | x | | | x | | ACV | 100. | | | 250 |) a | | |
| 2/8/48 | | SANTA FE SPRINGS | | 1 | 1 | | 1 | | | | | | | | | |
| 32 | 83 | BUTCK REGAL #1592 | × | × | | | X | | ACV | 1,00+ | | April 1 | 250 | 0. | | |
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COMMERCIAL AUTOMOBILE COVERAGE

BUSINESS AUTO POLICY

PULICY COVERAGE

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THIS DECLARATIONS MUST BE ATTACHED TO CHANGE ENDORSEMENT WHEN ISSUED AFTER INCEPTION.

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| ₩O. | EL YEAR | TRADE NAME, MODEL, BODY TYPE, SIZE TYPE, 1D NUMBER, GARAGE LOCATION | RODILY NUMBY ROPER | PAYMEN | PERSON | MISC. NO-FAUI | UNINSURED | UNDER- INSURED MOTORIST | ACV OR \$ | LESS DEDUC- THULE | ACV OR | LESS DEDUC- TIBLE | COLLISION ACV LESS DEDUCTIBLE | ACY S) | 1.ESS DEDUC- .TIBLE |
| ,6, | 75 | CLARK FORKLIFT | //x | 1/2 | les | y | ehi | cle | - ACV | 100. | | 3 | 250. | 17 | 5 |
| | | \$2850 Not licensed for road SANTA FE SPRINGS | 1 | 21 | ne | lu | de | R | 2- (| | | 1 | | | |
| .O. | 80 | OLDSMOBILE #6864 | X | X | 1 | | X | | ACV | 50. | | | 200. | | |
| 24. | 51 80 | SANTA FE SPRINGS FORD CL900 TRACTOR | x | 1 | , | | | | ACV | 500. | | | 500. | | |
| 5 | 81 | \$5478 SANTA FE SPRINGS TIMUTA CELICA | × | × | , | | X | | ACV | 50. | | | 200. | | |
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| 9. | 82 | BEALL TRANSLINER SEMI TRUE TANKER | Х | 1/ | | | | | ACV | 100. | | | 250. | | |
| 0. | 22 | #44820 SANTA FE SPRINGS BEALL TRANSLINER | x | | | | | | 4221 | 200 | ^. | | 750 | ĵ | .: |
| | ٥٤ | SEMI TRUE. TANKER | * | | | | | | ACV | 2004 | | | 250• | | |
| 2 | 82 | SANTA FE SPRINGS OLDS CUTLASS SUPREME | 1x | x | | | x | | ACV | 100. | | ** | 250. | | |
| | | #5197 SANTA FE SPRINGS | | | | | | | 4 | 1 . 1 | | | | | |
| 2 | 83 | BUICK REGAL / 1592 #7592 | * | Х | | | X | | ACV, | 100. | 6,000 | | 250. | | - |
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BUSINESS AUTO POLICY

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THIS DECLARATIONS MUST BE ATTACHED TO CHANGE ENDORSEMENT WHEN ISSUED AFTER INCEPTION.

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| 33. | 84 | JAGUAR XJS COUP | х | × | | | × | | ACV | 250. | • | | 250. | | |
| 34. | 84 | SANTA FE SPRINGS CLDS CUTLASS #8241 | × | × | | 1 | × | | ACV | .oor | | - | 250. | | |
| 35. | 84 | SANTA FE SPRINGS OLDS CUTLASS #6913 | */ | x | | | x | | ACV | 1,00. | | | 250. | | |
| 36. | 84 | SANTA FE SPRINGS BUICK REGAL #2337 | /x | X | / | | X | | ACV | 100. | | | 250. | | |
| 37. | 78 | HUNTINGTON BEACH PONTIAC FIREBIRD #9025 | × | x | | | X | | ACV | 100. | | | 250. | | |
| 88. | 80 | COVINA CHEVY CAMERO #071.2 | × | × | 1 | | х | | ACV | 100. | | | 250. | Ī. | |
| 9. | 84 | COVINA TOYOTA CRESSIDA #3332 | × | /k | | | x | | ACV | 100. | | | 250. | | |
| 0. | 85 | SANTA FE SPRINGS OLDS CLITLASS #3434 | × | x | | | x | | ACV | 100 | | | 250. | | |
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| 33. | 84 | JAGUAR XJS COUP #3003 | x | x | | | X | -, | ACV | 250. | | | 250• | | | |
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| 37. | 78 | #2337 HUNTINGTON BEACH POINTIAC FIREBIRD | × | × | | | × | | ACV | 100. | | | 250. | | | |
| 38. | 80 | #9025 COVINA CHEVY CAMERO #0712 | x | × | | | х | | ACV | 100 | Pr. | | 250. | | | |
| 39. | 84 | COVINA TOYOTA CRESSIDA #3332 | x | × | | | × | | ACV | 100. | | | 250. | | | |
| 40. | 85 | SANTA FE SPRINGS OLDS CUTLASS | x | х | | | х | | ACV | 1,00 | | | 250. | | | |
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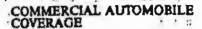
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| 43 _{1.4} | 53 | UTILITY TANKER TRUR. #23237 SANTA FE SPRINGS | x | | | | | | ACV | 100. | | | 2504 | | | |
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BUSINESS AUTO POLICY

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POLICY COVERAGE

140500-11-01 (REV.)

These self-contained policy provisions, together with other applicable terms, conditions, exclusions, coverage parts and endorsements of this policy which are a part of this policy by designation in the Declarations, complete the Auto coverage provided by this policy. The premium is included in the Declarations of this Policy.

BUSINESS AUTO POLICY

In return for payment of the premium and subject to all the terms of this policy and the coverages and endorsements which are a part of this policy by designation in the Declarations, we agree with you as follows:

PART I - WORDS AND PHRASES WITH SPECIAL MEANING - READ THEM CAREFULLY

The following words and phrases have special meaning throughout the policy and appear, other than in the Declarations, in boldface type when used.

A. "You" and "your" mean the person or organization shown as the named insured in ITEM ONE of the Declarations.

B. "We", "as" and "our" mean the company providing the

C. "Accident" includes continuous or repeated exposure to the same conditions resulting in bodily injury or property damage the issueed neither expected nor intended.

D. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads but does not include mabile equipment.

E. "Bodily injury" means bodily injury, sickness or disease resulting from any of these.

F. "Insured" means any person or organization qualifying as an insured in the WHO IS INSURED section of the applicable insurance. Except with respect to our limit of liability, the insurance afforded applies separately to each issured who is seeking coverage or against whom a claim is made or suit is brought.

G. "Loss" means direct and accidental damage or loss.

H. "Mobile equipment" means any of the following type of land vehicles:

 Specialized equipment such as: Buildozers; Power showels; Rollers, graders or scrapers; Farm machinery; Cranes; Street sweepers or other cleaners; Diagers; Fork-lifts; Pumps; Generators; Air Compressors; Drills; Other similar equipment.

2. Vehicles designed for use principally off public roads.

 Vehicles maintained solely to provide mobility for such specialized equipment when permanantly attached.

4. Vehicles not required to be licensed.

5. Autos maintained for use solely on your premises or that
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part of the reads or other accesses that adjoin your premises.

1. "Property damage" means damage to or loss of use of tangible property.

J. "Traffer" includes semitrailer.

K. Description of Covered Auto Designation Symbols" when shown in Item Two of the Declarations means;

SYMBOL DESCRIPTION

I - ANY AUTO.

2 = OWNED AUTOS ONLY.* Only those autos you own (and for liability coverage any trailers you don't own while attached to power units you own). This includes those autos whose ownership you acquire after the policy begins.

3 - OWNED PRIVATE PASSENGER AUTOS ONLY.* Only the private passenger autos you own. This includes those private passenger autos whose ownership you acquire after the policy besins.

4 — OWNED AUTOS OTHER THAN PRIVATE PASSENGER AUTOS.* Only those autos you own which are not of the private passenger type (and for liability coverage any trailers you don't own while attached to power units you own). This includes those autos, not of the private passenger type, whose ownership you acquire after the polley beging.

OWNED AUTOS SUBJECT TO NO-FAULK.* Only those states you own which are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those states whose ownership you acquire after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.

SORY UNINSURED MOTORISTS LAW.

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY

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PLENDENT

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PAGE ONE OF EIGHT

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SYMBOL

DESCRIPTION

Only those autos you own which, because of the law in the state where they are licensed or principally garaged, are required to have and cannot reject uninsured motorists insurance. This includes those autos whose ownership you acquire after the policy begins provided they are subject to the same state uninsured motorists requirement.

- SPECIFICALLY DESCRIBED AUTOS. Only
 those autos described in ITEM FOUR (and for
 liability coverage any trailers you don't own
 while attached to any power unit described in
 ITEM FOUR).
- 8 = HIRED AUTOS ONLY. Only those autos you lease, hire, reat or borrow. This does not include any auto you lease, hire, reat or borrow

SYMBOL

DESCRIPTION

from any of your employees or members of their households.

- NONOWNED AUTOS ONLY. Only those sates you do not own, lease, hire or borrow which are used in connection with your builness. This includes autos owned by your employees or members of their households but only while used in your business or your personal affairs.
- 10 Any other AUTOS. Only those specifically described in the covered auto description in ITEM TWO of the Declarations.
- *Owned Autos include an auto leased to you under a leasing agreement of one year or more, including any substitute or replacement, for which the leasing agreement requires you to provide primary insurance for the lessor.

PART II - WHICH AUTOS ARE COVERED AUTOS

- A. ITEM TWO in the Declarations shows the symbols of the autos that are covered autos for each of your coverages. The numerical symbols explained in PART I.K. describe which autos are covered autos. The symbols entered next to a coverage designate the only autos that are covered autos.
- B. OWNED AUTOS YOU ACQUIRE AFTER THE POLICY BEGINS.
- 1. If symbols "1", "2", "3", "4", "5" or "6" are entered next to a coverage in ITEM TWO, then you already have coverage for succe of the type described until the policy ends.
- But, if symbol "7" is entered next to a coverage in iTEM TWO, an auto you acquire will be a covered auto for that coverage only if:
- a. We already insure all autos that you own for that coverage or it replaces an auto you previously owned that had that coverage; and
- b. You tell as within 30 days after you acquire it that you want so to insure it for that coverage.
- C. CERTAIN TRAILERS AND MOBILE EQUIPMENT.
- If the policy provides liability insurance, the following types of vehicles are covered autos for liability insurance:
- 1. Trailers with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
- 2. Mobile equipment while being carried or towed by a covered auto.

PART III - WHERE AND WHEN THIS POLICY COVERS

We cover accidents and losses which occur during the policy period:

A. In the United States of America, its territories or posses-

rions, Puerto Rico or Canada; or

B. While the covered sate is being transported between any of these places.

PART IV - LIABILITY INSURANCE

A. WE WILL PAY.

- We will pay all sums the bestred legally must pay as damages because of bodily injury or property damage to which this insurance applies, caused by an accident and resulting from the ownership, maintenance or use of a covered auto.
- 2. We have the right and duty to defend any suit asking for these damages. However, we have no duty to defend suits for bodily injury or property damage not covered by this policy. We may investigate and settle any claim or suit as we consider appropriate. Our payment of the LIABILITY INSURANCE limit ends our duty to defend or settle.

B. WE WILL ALSO PAY.

- in addition to our limit of liability, we will pay for the besured:
- Up to \$250 for cost of ball bonds (including bonds for related traffic iaw violations) required because of an accident we cover. We do not have to furnish these bonds.
- 2. Premiums on appeal bonds in any suit we defend.
- Premiums on bonds to release attachments in a suit we defend but only for bonds up to our limit of liability.
- 4. All costs taxed to the insured in a suit we defend.
- 5. All interest accruing after the entry of the judgment lo a

suit we defend. Our duty to pay interest ends when we pay or leader our limit of liability.

- Up to \$50 a day for loss of earnings (but not other income) because of attendance as hearings or trials at our request.
- 7. Other reasonable expenses incurred at our request.
- C. WE WILL NOT COVER EXCLUSIONS.

This insurance does not apply to:

X 3

- 1. Liability assumed under any contract or agreement.
- Any obligation for which the lasured or his or her insurer may be held liable under any workers' compensation or disability benefits law or under any similar law,
- Any obligation of the lassred to indemnify another for damages resulting from bodily injury to the lassred's employes.
- 4. Bodily injury to any fellow employee of the basered arising out of and in the course of his or her employment.
- Bodily injury to any employee of the issueed arising out of and in the course of his or her employment by the issured. However, this exclusion does not apply to bodily injury to domentic employees not entitled to workers' compensation benefits.
- Property damage to property owned or transported by the lassred or in the lassred's care, custody or control.
- Bodily injury or property damage resulting from the handling of property;
- a. Before it is moved from the place where it is accepted by the insured for movement into or onto the covered auto, or
- b: After it is moved from the covered auto to the place where it is finally delivered by the launred.
- Bodily injury or property damage resulting from the movement of property by a mechanical device (other than a hand truck) not attached to the covered suto.
- Bodily injury or property damage caused by the dumping, discharge or escape of irritants, pollutants or contaminants. This exclusion does not apply if the discharge is sudden and accidental.

D. WHO IS INSURED.

- 1. You are an insured for any covered sujo.
- 2. While any covered auto is rented or leased to you and is being used by or for you, its owner or anyone else from whom you rent or lease it is an lasered but only for that covered auto. However, that covered auto's owner or anyone else from whom it is rented or leased is not an issuired for tability resulting from defects or faulty workmanship.
- Anyone else is an insured while using with your permission a covered auto you own, hire or borrow except:
- a. The owner of a covered ages you hire or borrow from

one of your employees or a member of his or her household.

- Someone using a covered auto while he or she is working in a business of selling, servicing, repairing or parking autos unless that business is yours.
- Anyone other than your employees, a lessee or borrower or any of their employees, while moving property to or from a covered auto.
- 4. Anyone is an impared for his or her liability because of acts or omissions of an insured described above. However, the owner of or anyone cise from whom you hire or borrow a covered auto is an insured only if that auto is a trailer connected to a covered auto you own.

E. OUR LIMIT OF LIABILITY

Regardless of the number of covered autos, insureds, claims made or vehicles involved in the accident, our limit of liability is as shown in the Declarations and as defined below:

1. Combined bodily injury liability and property dumage liability.

The most we will pay for all damages resulting from any one accident is the LIABILITY INSURANCE limit shown in the Declarations.

Separate limits of liability for bodily injury liability and property damage liability.

The most we will pay for all damages resulting from bodily injury to any one person caused by any one accident is the limit of Bodily Injury Liability shown in the Declarations for "each person".

Subject to the limit for "each person", the most we will pay for all damages resulting from bodily lajury caused by any one accident is the limit of Bodily Injury Liability shown in the Declarations for "each accident".

The most we will pay for all damages resulting from property damage caused by any one accident is the limit of Property Damage Liability shown in the Declarations.

For the purpose of determining our limit of liability under 1, or 2, above, all bodily injury and property damage resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one accident.

F. OUT OF STATE EXTENSIONS OF COVERAGE.

- i. While a covered nate is away from the state where it is licensed we will:
- a. Increase this policy's liability limits to meet those specified by a compulsory or financial responsibility law in the jurisdiction where the covered auto is being used.
- b. Provide the minimum amounts and types of other coverages, such as "No-Fault", required out of state vehicles by the jurisdiction where the covered auto is being used.
- We will not pay anyone more than once for the same elements of loss because of these extensions.

PART V - AUTO MEDICAL PAYMENTS INSURANCE

A. WORDS AND PHRASES WITH SPECIAL MEAN-

In addition to the WORDS AND PHRASES WITH SPE CIAL MEANING in the policy, the following words and

STOCK NO. 14683-11-81 (REV.)

PAGE THREE OF EIGHT



phrases have special meaning for AUTO MEDICAL PAY-MENTS INSURANCE:

- "Family member" means a person related to you, by blood, marriage or adoption who is a resident of your household, including a ward or foster child.
- 2. "Occupying" means in, upon, getting in, on, out or off.

B. WE WILL PAY.

We will pay reasonable expenses incurred for necessary medical and funeral services to or for an insured who sustains bodily injury caused by accident. We will pay only those expenses incurred within three years from the date of the accident.

C. WE WILL NOT COVER - EXCLUSIONS.

This insurance does not apply to:

- Bodlly injury sustained by an insured while occupying a vehicle located for use as a premises.
- BodBy lajery sustained by you or any family member while occupying or struck by any vehicle (other than a covered auto) owned by you or furnished or available for your regular use.
- Bodily injury sustained by any family member while occupying or struck by any vehicle (other than a covered sate) owned by or furnished or available for the regular use of any family member.
- Bodily lajury to your employee arising out of and in the course of employment by you. However, we will cover bediby injury to your domestic employees if not entitled to workers' compensation benefits.

- 5. Bodily lajury to an insured while working in a business of selling, servicing, repairing or parking autos unless that business is yours.
- 6. Bodily injury caused by declared or undeclared war or insurrection or any of their consequences.
- 7. Bodily injury to anyone using a vehicle without a reasonable belief that the person is entitled to do so.

D. WHO IS INSURED.

- 1. You or any family member while occupying or, while a pedestrian, when struck by any nato.
- Anyone else occupying a covered auto or a temporary rubstitute for a covered auto. The covered auto must be out of service because of its breakdown, repair, servicing, loss or destruction.

E. OUR LIMIT OF LIABILITY.

Regardless of the number of covered autos, insureds, claims made or vehicles involved in the accident, the most we will pay for bodily injury for each insured injured in any one accident is the limit of AUTO MEDICAL PAYMENTS shown in the Declarations.

F. CHANGES IN CONDITIONS.

The CONDITIONS of the policy are changed for AUTO MEDICAL PAYMENTS INSURANCE as follows:

- 1. OUR RIGHT TO RECOVER FROM OTHERS does not apply.
- The reference in OTHER INSURANCE to "other collectible insurance" applies only to other collectible automedical payments insurance.

PART VI - UNINSURED MOTORISTS INSURANCE

A. WORDS AND PHRASES WITH SPECIAL MEAN-ING:

In addition to the WORDS AND PHRASES WITH SPE-CIAL MEANING in the policy, the following words and phrases have special meaning for UNINSURED MOTOR-ISTS INSURANCE:

- "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.
- 2. "Occupying" means in, upon, getting in, on, out or off.
- "Uninsered motor vehicle" means a land motor vehicle or trailer:
- For which no liability bond or policy at the time of an accident provides at least the amounts required by the applicable law where a covered auto is principally garaged, or
- b. For which the sum of all liability bonds or policies at the time of an accident provides at least the amounts required by the applicable law where a covered auto is principallygaraged but their limits are less than the limit of this insurance, or
- e. For which an insuring or bonding company denies coverage or is or becomes insolvent, or
- d. Which is a hit-and-run vehicle and neither the driver nor

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owner can be identified. The vehicle must hit an losured, a covered suto or a vehicle an insured is occupying.

However, "uninsured motor vehicle" does not include any vehicle:

- a. Owned or operated by a self-leasurer under any applicable motor vehicle law.
- b. Owned by a governmental unit or agency.
- c. Designed for use mainly off public roads while not on public roads.

B. WE WILL PAY

- We will pay all sums the issued is legally entitled to recover as damages from the owner or driver of an uninsaced motor vehicle. The damages must result from bodily lojury sustained by the issued caused by an accident. The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the uninsured motor validie.
- If this insurance provides a limit in excess of the amounts required by the applicable law where a covered sate is principally garaged, we will pay only after all liability bonds or policies have been exhausted by Judgments or payments.
- Any justment for damages arising out of a suit brought without our written consent is not binding on us.



The insurance does not apply to:

- 1. Any claim settled without our consent.
- The direct or Indirect benefit of any insurer or self-insurer under any workers' compressition, disability benefits or similar law.
- Bodily injury sustained by you or any family member while accepying or struck by any vehicle owned by you or any family member which is not a covered note.
- Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
- D. WHO IS INSURED.
- 1. You or any family member.
- Anyone else accupying a covered auto or a temporary substitute for a covered auto. The covered auto must be out of service because of its breakdown, repair, servicing, loss or destruction.
- Anyone for damages he is entitled to recover because of hodily lajury sustained by another issured.
- E. OUR LIMIT OF LIABILITY.
- Regardless of the number of covered autos, insureds, claims made or vehicles involved in the accident, our limit of liability is as follows:

The most we will pay for all damages resulting from bodily injury to any one person caused by any one accident is the limit shown in the Declarations for "each person".

Subject to the limit for "each person", the most we will pay for all damages resulting from bedfly injury caused by any one accident is the limit shows in the Declarations for "each accident."

- Any amount payable under this insurance shall be reduced by:
- All sums paid or payable under any workers' compensation, disability benefits or similar law, and
- All sums paid by or for anyone who is legally responsible, including all sums paid under the policy's LIABILITY

INSURANCE.

3. Any amount paid under this insurance will reduce any amount an lasared may be paid under the policy's LIA-BILITY INSURANCE.

F. CHANGES IN CONDITIONS.

The CONDITIONS of the policy are changed for UNIN-SURED MOTORISTS INSURANCE as follows:

- The reference in OTHER INSURANCE to "other collectible insurance" applies only to other collectible uninsused motorists insurance.
- YOUR DUTIES AFTER ACCIDENT OR LOSS is changed by adding the following:
- a. Promptly notify the policy if a kit-and-run driver is involved, and
- b. Promptly send us copies of the legal papers if a suit is brought.
- 3. OUR RIGHT TO RECOVER FROM OTHERS to changed by adding the following:

If we make any payment and the basered recovers from another party, the lessred shall hold the proceeds in trust for as and pay as back the amount we have paid.

4. The following Condition is added:

ARBITRATION

- a. If we and an issued disagree whether the issued is legally entitled to recover damages from the owner or driver of an unisatured motor vehicle or do not agree as to the amount of damages, either party may make a written demand for arbitration. In this event, each party will select an arbitrator The two arbitrators within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.
- b. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

c. Collision Coverage. Caused by the covered auto's collision with another object or its overturn.

d. Combined Physical Damage Coverage. From any case including the covered auto's collision with another object o

We will pay up to \$25 for towing and labor costs incurred

each time a covered auto of the private passenger type i disabled. However, the labor must be performed at the plac

PART VII - PHYSICAL DAMAGE

A. WE WILL PAY.

- 1. We will pay for loss to a covered sute or its equipment under:
- a. Compreheasive Coverage. From any cause except the covered sate's collision with another object or its overturn.
- b. Specified Parity Coverage. Caused by:
- (1) Fire or explosion;
- (2) Theft;

**

- (3) Windstorm, hall or carthquake;
- (4) Flood;
- (5) Mischief or vandalism;
- (6) The sinking, burning, collision or derailment of any conveyance transporting the covered auto.

B. WE WILL ALSO PAY.

As overture.

of disablement.

2 Towing.

We will also pay up to \$10 per day to a maximum of \$30 for transportation expense incurred by you because of the total their of a covered auto of the private passenger type. We will pay only for those covered autos for which you

STOCK NO. 1465E3-11-47 (REV.)

PAGE FIVE OF EIGH

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carry either Comprehensive or Specified Perils Coverage. We will pay for transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered auto is returned to use or we pay for its loss.

C. WE WILL NOT COVER - EXCLUSIONS.

This insurance does not apply to:

- Wear and tear, freezing, mechanical or electrical breakdown unless caused by other loss covered by this policy.
- Blowouts, punctures or other road damage to thres unless caused by other loss covered by this policy.
- Low caused by declared or undeclared war or insurrection or any of their consequences;
- Loss caused by the explosion of a nuclear weapon or its consequences.
- 3. Loss caused by radioactive contamination,
- Loss to tape decks or other sound reproducing equipment not permanently installed in a covered auto.
- Loss to tapes, records or other sound reproducing devices designed for use with sound reproducing equipment.
- 8. Loss to any sound receiving equipment designed for use as a citizens' band radio, two-way mobile radio or telephone or scanning monitor receiver, including its antennas and other accessories, unless permanently installed in the dash or console opening normally used by the sate manufacturer for the installation of a radio.
- D. HOW WE WILL PAY FOR LOSSES THE MOST

WE WILL PAY.

- I. At our option we may:
- a. Pay for, repair or replace damaged or stolen property; or
- b. For theft, return the stolen property, at our expense. We will pay for any damage that results to the auto from the theft.
- The most we will pay for loss is the smaller of the following amounts:
- The amount shown in ITEM FOUR, Schedule of Autos You Own, in the Declarations.
- The actual cash value of the damaged or stolen property at the time of loss.
- c. The cost of repairing or replacing the damaged or stolen property with other of like kind or quality.
- 3. For each covered auto, our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to loss caused by fire or lightning.
- E. GLASS BREAKAGE HITTING A BIRD OR ANI-MAL — FALLING OBJECTS OR MISSLES.

We will pay for glass breakage, loss caused by hitting a bird or animal or by falling objects or missles under Comprehensive Coverage for the damaged covered auto. However, you have the option of having glass breakage caused by a covered auto's collision or overturn considered a loss under Collision Coverage.

PART VIX - CONDITIONS

The insurance provided by this policy is subject to the following conditions:

A. YOUR DUTIES AFTER ACCIDENT OR LOSS.

- You must promptly notify us or our agent of any accident or less. You must tell as how, when and where the accident or less happened. You must assist in obtaining the names and addresses of any injured persons and witnesses.
- 2. Additionally, you and other involved beareds must:
- a. Cooperate with us in the investigation, settlement or defense of any claim or suit. No insured shall, except at his or her own cost, voluntarily make any payment, assume any obligation or incur any expense.
- immediately send as copies of any notices or legal papers received in connection with the accident or loss,
- c. Submit at our expense and as often as we require to physical examinations by physicians we select.
- d. Authorize us to obtain medical reports and other pertinent medical information.
- Additionally, to recover for loss to a covered auto or its equipment you must do the following:
- Permit es to inspect and appraise the damaged property before its repair or disposition.
- b. Do what is reasonably necessary after loss at our expense

- to protect the covered nate from further loss.
- c. Submit a proof of loss when required by us.
- d. Promptly notify the police if the covered auto or any of its equipment is stolen.

B. OTHER INSURANCE

- For any covered suite you own this policy provides primary insurance. For any covered suite you don't own, the insurance provided by this policy is excess over any other collectible insurance. However, while a covered suite which is a trailer is connected to another vehicle the liability coverage this policy provides for the trailer:
- a. Is excess while it is connected to a motor vehicle you don't own.
- b. Is primary while it is connected to a covered auto you own.
- When two or more policies cover on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the limit of our policy bears to the total of the limits of all the policies covering on the same basis.

C. OUR RIGHT TO RECOVER FROM OTHERS.

If we make any payment, we are entitled to recover what we paid from other parties. Any person to or for whom we make payment must transfer to us his or her rights of recovery against any other party. This person must do everything necessary to secure these rights and must do nothing that would jeopardize them.

D. CANCELLING THIS POLICY DURING THE POLICY PERIOD.

- You must cancel the policy by seturning it to us or by giving us advance notice of the date cancellation is to take effect.
- We may cancel the policy by mailing you at least 10 days notice at your last address known by us. We may deliver any notice instead of mailing it. Proof of mailing of any notice will be sufficient proof of notice.
- The effective date of cancellation stated in the notice shall become the snd of the policy period.
- 4. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. However, making or offering to make the refund is not a condition of cancellation. If you cancel, the refund, if any, will be computed in accordance with the customary short rate procedure. If we cancel, the refund, if any, will be computed pro-rate.

E. LEGAL ACTION AGAINST US.

No legal action may be brought against as until there has been full compliance with all the terms of this policy. In addition, under LIABILITY INSURANCE, no legal action may be brought against as until we agree in writing that the lasared has no obligation to pay or until the amount of that obligation has been finally determined by judgment after trial. No person or organization has any right under this policy to bring us into any action to determine the liability of the basured.

F. INSPECTION.

At our option we may inspect your property and operations at any time. These inspections are for our benefit only. By our right to inspect or by our making any inspection we make no representation that your property or operations are safe, not harmful to health or comply with any law, rule or regulation.

G. CHANGES.

This policy contains all the agreements between you and us. It terms may not be changed or waived except by endorsement issued by us. If a change requires a premium adjustment, we will adjust the premium as of the effective date of change. If we revise this policy form to provide more coverage without additional premium charge your policy will automatically provide the additional coverage as of the date the revision is effective in your state.

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H. TRANSFER OF YOUR INTEREST IN THIS POLICY.

Year rights and duties under this policy may not be assigned without our written consent.

I. NO BENEFIT TO SAILEE - PHYSICAL DAMAGE INSURANCE ONLY.

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this policy.

J. BANKRUPTCY.

Bankruptcy or insolvency of the insured thall not relieve us of any obligations under this policy.

K. APPRAISAL FOR PHYSICAL DAMAGE LOSSES.

- i. If you and we fall to agree as to the amount of loss either may demand an appraisal of the loss. In such event, you and we shall each select a competent appraiser, and the appraisers shall select a competent and disinterested umpire. The appraisers shall state separately that actual cash value and the amount of loss, and, failing to agree, shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. You and we thall each pay the chosen appraiser and shall bear equally the other expenses of the appraisal and umpire.
- We shall not be held to have waived any of our rights by any act relating to appraisal.

L. TWO OR MORE POLICIES ISSUED BY US.

If this policy and any other policy issued to you by as or any company affiliated with as apply to the same accident, the aggregate maximum limit of liability under all the policies shall not exceed the highest applicable limit of liability under any one policy. This condition does not apply to any policy issued by us or an affiliated company specifically to apply as excess insurance over this policy.

M. ESTIMATED ANNUAL PREMIUM.

The estimated annual premium for this policy is based on the exposures you told us you would have when this policy began.

We will compute your final premium due when we determine your actual exposures. The estimated annual premium will be credited against the final premium due and you will be billed for the balance, if any. If the estimated annual premium exceeds the final premium due you will get a refund. To determine your final premium due we may examine your records at any time during the period of coverage and up to three years afterward. If this policy is issued for more than one year, the premium shall be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)

. . . .

This endorsement modifies the provisions of this policy relating to all Medical Payments and Automobile Liability Insurance.

It is agreed that:

1. This policy does not apply:

A. Under any Liability Coverage, to bodily injury or property damage

. .

(1) with respect to which an insured under this policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance

STOCK NO. 140583-11-41 (REV.)

PAGE SEVEN OF EIGHT

Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

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- (2) resulting from hazardous properties of success material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the issured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- B. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of suclear material and arising out of the operation of a nuclear facility by any person or organization.
- C. Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of success material, if
- the suclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;
- (2) the sweleur material is contained in spent fuel or waste atany time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an issured; or
- (3) the bodily lajary or property domage arises out of the furnishing by an insured of services, materials, ports or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereat.
- II. As used in this endorsement:
- "hazardons properties" include radioactive, toxic or explotive properties;
- "aucieur meterial" means source material, special nucleur

material or byproduct material;

: ()

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof:

"spent fuel" means any fuel element or fuel component solid or liquid, which has been used or exposed to radiation in a nuclear reactor:

"waste" means any waste material

- (a) containing by-product material other than the tailings or wastes produced by the extraction or concentration of uranium or throium from any ore processed primarily for its source material content, and
- (b) resulting from the operation by any person or organization of any suclear facility included under the first two paragraphs of the definition of suclear facility;
- "waclear facility" means
- (a) any nucleur reactor.
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fael, or (3) handling, processing or packaging waste.
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the lasared at the premises where such equipment or device is located consists of or contains more than 25 grains of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235.
- (d) any structure, basic, excavation, premises or place prepared or used for the storage or disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"muclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"property damage" includes all forms of radioactive contermination of property.

IN WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary, but it shall not be binding upon as unless it is countersigned on the General Declaratious page by one of our duly authorized esents.

Ju Genediet

PRESIDENT



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| 105237 | -01-79 NEV. | | | 34 |
| - | Salanta X | At | 17.5 | 7 |

DY THE FOLLOWING INFORMATION IS NOT COMPLETE, REFER TO THE APPROPRIATE DECLARATIONS ATTACHED TO THE POLICY.

| IHSUBED | | | 2-49 POC 550 46 56 SEQUENTIAL NO. |
|----------|--|--|-----------------------------------|
| PRODUCER | | | EPPECTIVE DATE |
| | | | |

DECLARATIONS

DESIGNATED VENDOS

STANDARD BRANDS PAINT CO. 4300 N. 190TH STREET TORRANCE, CA. 90509 ATTN: NR. TIM DUNDAS

THIS ENDORSEMENT MODITIES SUCH DISURANCE AS IS APPORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE POLICY INCOMPRESSIONS AND PRODUCTS EXAMINING TO THE POLICY INCOMPRESSIONS AND PRODUCTS EXAMINING

It is agreed that the "Persons Insured" provision is amended to include as an lumred the person or organization designated in the Declarations as vendor subject to the following provisions:

- a. The insurance applies only to the distribution or sale by the vendor of the named insured's products and then only to any liability arising out of the named insured's negligence or any defect or condition in such product existing when such product was relinquished by the named insured to the vendor.
- b. The insurance with respect to the vendor does not apply to any liability arising out of:
- (1) Any express warranty unauthorized by the named insured:
- (2) Any repacking of the product unless solely for the purpose of inspection, demonstration, tening or the substitu-

tion of parts under instructions from the named immed and then repucked in the original container;

- (3) Any product which after distribution or sale by the assessed insured has been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor;
- (4) Any failure to maintain the produce in merchantable condition;
- (5) Any physical or chemical change in the form of the product made intentionally by the vendor.
- c. The insurance does not apply to any person or organization as insured from whom the named lasured has acquired such product or any ingredient, part or container, entering into, accompanying or containing such product.

This Porm must be attached to Charge Endormental when hand after the Policy is written.

CORRESPONDS TO HUT. COOK

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE PO

ITEC

PRESIDENT

STOCK NO. 109237--07-79 REV.



GENERAL LIABILITY

Additional Insured (Vendors-Broad Form)

185237--07-79 REV.

IF THE POLLOWING IMPORTATION IS NOT COMPLETE, REFER TO THE APPROPRIATE DECLARATIONS ATTACHED TO THE POLICY.

| DECUMENT | | | 2-49 PXC 550 46 56 | REQUENTIAL HO. |
|----------|-----|--|--------------------|----------------|
| PRODUCER | | | BPFECTIVE DATE | |
| | · · | | | |

DECLARATIONS

PACKAGING CORPURATION OF AMERICA 4633 DOWNEY ROAD LOS ANGELES, CA. 90058 ATTN: MR. DALE HC HILLAN

THE ENGOSSEMENT MODIFIES SUCH DISTRANCE AS IS APPOSISED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:
COMPRESSENSIVE GENERAL LIABILITY ENGURANCE—COMPLETED OFERATIONS AND PRODUCTS LIABILITY INSURANCE.

It is agreed that the "Persons Insured" provision is amended to include as an insured the person or organization designated in the Declarations as vendor subject to the following provisions:

- a. The insurance applies only to the distribution or sale by the vendor of the named insured's products and then only to any liability arising out of the named insured's negligence or any defect or condition in such product existing when such product was relinquished by the named insured to the vendor.
- b. The insurance with respect to the vendor does not apply to any liability arising out of:
- (1) Any express warranty unauthorized by the named insured;
- (2) Any repacking of the product unless solely for the purpose of inspection, demonstration, testing or the substitu-

- tion of parts under instructions from the named insured and then repacked in the original container;
- (3) Any product which after distribution or sale by the named issured has been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor:
- (4) Any failure to maintain the produce in merchantable condition:
- (5) Any physical or chemical change in the form of the product made intentionally by the vendor.
- c. The insurance does not apply to any person or organization as insured from whom the named insured has acquired such product or any ingredient, part or container, entering into, accompanying or containing such product.

The Ferm ment be atteched to Charge Endorseases when based after the Policy is prigue.

CORRESPONDS TO SHOT. ACCS

CORRESPONDS TO

AMENDMENT OF DEFINITION OF "AUTOMOBILE BUSINESS" - CALIFORNIA

FIREMAN'S FUND INSURANCE COMPANY
THE AMERICAN INSURANCE COMPANY
NATIONAL SURETY CORPORATION
ASSOCIATED INDEPONITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNINSURED MOTORISTS INSURANCE — BODILY INJURY (CALIFORNIA)

A. WORDS AND PHRASES WITH SPECIAL MEAN-

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In addition to the WORDS AND PHRASES WITH SPECIAL MEANING in the policy, the following words and phrases have special meaning for UNINSURED MOTORISTS INSURANCE — BODILY INJURY (CALIFORNIA):

- "Family member" means your spouse, whether or not a resident of your household, and any other person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.
- "Occupying" means in, upon, getting in. on, out or off.
- "Uninsured motor vehicle" means a land motor vehicle or trailer:
 - For which no sability bond or policy at the time of an accident provides at least the amounts required by the applicable law where a covered auto is principally garaged, or
 - b. For which the sum of all liability bonds or policies at the time of an accident provides at least the amounts required by the applicable law where a covered auto is principally garaged but their limits are less than the limit of this insurance, or
 - For which the insuring or bonding company demes coverage or refuses to admit coverage except conditionally or with reservation or becomes insolvent, or
 - d. Which is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must hit an Insured, a covered auto or a vehicle an Insured is occupying.

However, "uninsured motor vehicle" does not include any vehicle:

- Owned or operated by a self-insurer under any applicable motor vehicle law.
- Owned by a governmental unit or agency.
- Designed for use mainly off public roads while not on public roads.

B. WE WILL PAY

 We will pay all sums the insured is legally entitled to recover as damages from the owner or driver of an uninsured motor vehicle. The damages must result from bodily injury sustained by the insured caused by an accident. The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the uninsured motor vehicle.

- If this insurance provides a limit in excess of the emounts required by the applicable law where a covered auto is principally garaged, we will pay only after all liability bonds or policies have been exhausted by judgments or payments.
- Any judgment for damages arising out of a suit brought without our written consent is not binding on us.

C. WE WILL NOT COVER -- EXCLUSIONS

This insurance does not apply to:

- 1. Any claim settled without our consent.
- The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability or similar law to the direct benefit of the United States, a state or its political subdivisions.
- Bodily injury sustained by you or any family member while occupying or struck by any vehicle owned by you or any family member which is not a covered auto.
- Anyone using a vehicle without a reasonable belief that the person is entitled to do so.

D. WHO IS INSURED

- 1. You or any family member.
- Anyone sise occupying a covered suto or a temporary substitute for a covered auto. The covered auto must be out of service because of its breakdown, repair, servicing, loss or destruction.
- Anyone for damages he is entitled to recover because of bodily injury sustained by another insured.

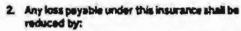
E. OUR LIMIT OF LIABILITY

 Regardless of the number of covered autos, insurads, claims made or vehicles involved in the accident, the most we will pay for all damages resulting from any one accident is the limit of UNINSURED MOTORISTS INSUR-ANCE shown in the declarations.

CA 21 54 (Ed D7 84)

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Page 1 of 2



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- All sums paid or payable under any workers' compensation law exclusive of non-occupational disability benefits, and
- All sums paid by or for anyone who is, legally responsible, including all sums paid under the policy's LIABILITY INSURANCE.

F. CHANGES IN CONDITIONS

The Conditions of the policy are changed for UNINSURED MOTORISTS INSURANCE — BODILY BUJURY (CALIFORNIA) as follows:

1. OTHER INSURANCE

- a. For bodily injury sustained by an insured while eccupying an auto he does not own, UNINSURED MOTORISTS INSUR-ANCE does not apply if the owner of the auto has uninsured motorists insurance.
- b. Except as provided in paragraph a, if an insured has other uninsured motorists insurance, the damages shall be deemed not to exceed the higher of the applicable limits of the respective coverages. We will pay only our share of these damages. Our share is the proportion that the limit of UNINSURED MOTORISTS INSURANCE bears to the total of the limits of all uninsured motorists insurance.
- YOUR DUTIES AFTER ACCIDENT OR LOSS is changed by adding the following:
 - Promptly notify the police if a hit-and-run driver is involved, and
 - Promptly send we copies of the legal papers if a suit is brought.
- 3. OUR RIGHT TO RECOVER FROM OTHERS is changed by adding the following:

if we make any payment and the insured recovers from enother party, the insured shall hold the proceeds in trust for us and pay us back the amount we have paid.

A. LEGAL ACTION AGAINST US is changed to

No legal action may be brought against us until there has been full compliance with all the terms of this policy nor unless within one year from the date of the accidents

- Suit for bodily injury has been filed against the uninsured motorist in a court of competent jurisdiction, or
- Agreement as to the amount due under this insurance has been concluded, or
- The Insured has formally instituted legal proceedings.

5. The following Condition is added:

ARBITRATION

X 2

- a. If we and an instarred disagree whether the instarred is legally entitled to recover damages from the owner or driver of an unixsurred motor vehicle or do not agree as to the amount of damages, either perty may make a written demand for erbitration. In this event the disagreement will be settled by a single neutral arbitrator. Each party will beer the expenses of the arbitrator equally.
- b. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to arbitration procedures and evidence will apply. The decision of the arbitrator will be binding.

CA 21 54 (Ed. 07 84)

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Page 2 of 2

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CA 01 4 (Ed. 10 84

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES IN POLICY—CALIFORNIA

LIABILITY INSURANCE for a covered auto licensed or principally garaged in, or garage operations conducted in California is changed as follows:

Any damages otherwise payable under LIABILITY INSURANCE to the owner or operator of an uninsured motor vehicle shall be reduced by all sums paid or payable to an Insured under UNINSURED MOTORISTS INSURANCE—BODILY INJURY (CALIFORNIA) or UNINSURED MOTORISTS INSURANCE—PROPERTY DAMAGE (CALIFORNIA). This provision applies only if the claim of the Insured and the claim of the owner or operator of the uninsured motor vehicle result from the same accident.

CA 01 43 (Ed. 10 84)

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POLICY AMENDMENT

BUSINESS AUTO POLICY GARAGE POLICY TRUCKERS' POLICY

Loss Payable Clause

CA 99 19 01 78

IF THE FOLLOWING INFORMATION IS NOT COMPLETE, REFER TO THE APPROPRIATE DECLARATIONS ATTACHED TO THE POLICY.

| POLICY NUMBER SEQUENTIAL NO |
|-----------------------------|
| 2-49 MXC 550 46 56 |
| EFFECTIVE DATE |
| |

DECLARATIONS

LOSS PAYEE

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BARCLAY'S BANK 1,025 EAST DRANGETHORPE AVE. ANAHEIM, CA. 92801 APPLICABLE TO COVERED AUTO IDENTIFIED AS

71 FORD TRACTOR #0794

- A. We will pay you and the loss payce named in the Declarations for loss to a covered auto, as interest may appear.
- B. The insurance covers the interest of the loss payee unless the loss results from fradulent acts of omissions on your part.
- C. We may cancel the policy as allowed by CANCEL

LING THIS POLICY DURING THE POLICY PERIOD. Cancellation ends this agreement as to the loss payee's interest. If we cancel the policy we will mail you and the loss payee the same advance notice.

D. If we make any payment to the loss payee, we will obtain his rights against any other party.

This Form must be attached to Change Endorsement when issued after the Policy is written.

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY

STOCK NO. CA 99 19 01 78

POLICY AMENDMENT

BUSINESS AUTO POLICY GARAGE POLICY TRUCKERS' POLICY

Loss Payable Clause

CA 99 19 01 78

IF THE FOLLOWING INFORMATION IS NOT COMPUETE, REFER TO THE APPROPRIATE DECLARATIONS ATTACHED TO THE POLICY.

| INSURED | POLICY NUMBER SEQUENTIAL N 2-49 MXC 550 46 56 |
|----------|--|
| PRODUCER | EFFECTIVE DATE |

DECLARATIONS

LOSS PAYEE

G M A C P O BOX 5000 WESTMINSTER, CA. 92683 APPLICABLE TO COVERED AUTO IDENTIFIED AS 93 RUICK REGAL. #7592

- A. We will pay you and the loss payee named in the Declarations for loss to a covered auto, as interest may appear.
- B. The insurance covers the interest of the loss payee unless the loss results from fradulent acts of omissions on your part.
- C. We may cancel the policy as allowed by CANCEL-

LING THIS POLICY DURING THE POLICY PERIOD. Cancellation ends this agreement as to the loss payee's interest. If we cancel the policy we will mail you and the loss payee the same advance notice.

D. If we make any payment to the loss payee, we will obtain his rights against any other party,

This Form must be attached to Change Endorsement when Issued after the Policy is written.

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY

STOCK NO. CA 99 19 01 78

POLICY AMENDMENT

BUSINESS AUTO POLICY GARAGE POLICY TRUCKERS' POLICY

Loss Payable Clause

CA 99 19 01 78

IF THE FOLLOWING INFORMATION IS NOT COMPLETE, REFER TO THE APPROPRIATE DECLARATIONS ATTACHED TO THE POLICY.

| INSURED | POLICY NUMBER SEQUENTIAL NO. 2-49 MXC 550 46 56 |
|----------|---|
| PRODUCER | EFFECTIVE DATE |

DECLARATIONS

LOSS PAYER

HOME BANK 15625 SOUTH LAKEWOOD DLVD. PARAMOUNT, CA. 90723 APPLICABLE TO COVERED AUTO IDENTIFIED AS 69 GMC STAKE TRUCK #3872

- A. We will pay you and the loss payee named in the Declarations for loss to a covered auto, as interest may appear.
- B. The insurance covers the interest of the loss payee unless the loss results from fradulent acts of omissions on your part.
- C. We may cancel the policy as allowed by CANCEL-

LING THIS POLICY DURING THE POLICY PERIOD. Cancellation ends this agreement as to the loss payee's interest. If we cancel the policy we will mail you and the loss payee the same advance notice.

D. If we make any payment to the loss payee, we will obtain his rights against any other party.

This Form must be attached to Change Endorsement when issued after the Policy is written.

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY

STOCK NO. CA 99 19 01 78

POLICY AMENDMENT

BUSINESS AUTO POLICY GARAGE POLICY TRUCKERS' POLICY

Loss Payable Clause

CA 99 19 01 78

IF THE FOLLOWING INFORMATION IS NOT COMPLETE, REFER TO THE APPROPRIATE DECLARATIONS ATTACHED TO THE POLICY.

| INSURED | POLICY NUMBER SEQUENTIAL NO |
|----------|-----------------------------|
| | 2-49 MXC 550 46 56 |
| PRODUCER | LIFFECTIVE DATE |
| | |

DECLARATIONS

LOSS PAYEE

BANK OF AMERICA 1840 LONG BEACH BLVD. LONG BEACH, CA. APPLICABLE TO COVERED AUTO IDENTIFIED AS

82 OLES CUTLASS SUPREME

\1984 TOYOTA CRESSIDA #3332

1984 BUICK

A. We will pay you and the loss payee named in the Declaratious for loss to a covered auto, as interest may appear.

B. The insurance covers the interest of the loss payee unless the loss results from fradulent acts of omissions on your part.

C. We may cancel the policy as allowed by CANCEL-

LING THIS POLICY DURING THE POLICY PERIOD. Cancellation ends this agreement as to the loss payee's interest. If we cancel the policy we will mail you and the loss payee the same advance notice.

D. If we make any payment to the loss payce, we will obtain his rights against any other party.

This Form must be attached to Change Endorsement when issued after the Policy is written.

ONE OF THE PIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POSICY

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Mar & Mensylan

STOCK NO. CA 99 19 01 78

RRANCH COPY .

ADDITIONAL INSURED - LESSOR (CA 20 01 12 80) INSURED POLICY NUMBER 2-49 MXC 550 46 56 EFFECTIVE DATE PRODUCER POLICY NUMBER INSURANCE COMPANY 49 MXC 550 46 FIREMAN'S FUND EXPIRATION DATE **EFFECTIVE DATE** 1-1-86) 8 1-1-185 % NAMED INSURED AND ADDRESS ANGELES CHEMICAL CO., INC. & STALLION TANK LINES, INC. P.O. BOX 2163 SANTA FE SPRINGS, CA. 90670 ADDITIONAL INSURED (LESSOR) BOULEVARD RENTAL & LEASING 1890 LONG BEACH BLVD. LONG BEACH, CA. 90806 DESIGNATION OR DESCRIPTION OF LEASED AUTOS 1984 TOYOTA CRESSIDA 4DR - 3332 This endorsement provides only those coverages for which an entry is shown by "X" in the applicable box. LIMITS OF LIABILITY **COVERAGES**

EACH ACCIDENT LIABILITY **EACH PERSON** COMBINED BODILY INJURY AND PROPERTY DAMAGE LIABILITY \$ 500,000. XXXXXXX BODILY INJURY LIABILITY PROPERTY DAMAGE LIABILITY XXXXXXXX PERSONAL INJURY PROTECTION (OR EQUIVALENT NO-FAULT COVERAGE) ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; COMBINED For Each Covered Auto MINUS: \$ PHYSICAL DAMAGE ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; For Each Covered Auto MINUS: \$ 1,00. X COMPREHENSIVE ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; For Each Covered Auto MINUS: \$ 250. X COLLISION ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; For Each Covered Auto MINUS: \$ SPECIFIED PERILS

| (6) |
|--------------------------------------|
| COUNTERSIGNATURE OF AUTHORIZED AGENT |
| Page 1 of 2 |
| |

A. PHRASE WITH SPECIAL MEANING

In addition to the WORDS AND PHRASES WITH SPECIAL MEANING in the policy, the following phrase has special meaning in this endorsement:

"Leased auto" means an auto leased to you for one year or more, including any substitute, replacement or extra auto needed to meet seasonal or other needs, under a leasing agreement which requires you to provide direct primary insurance for the lessor.

- B. Any leased auto designated or described in this endorsement will be considered a covered auto you own and not a covered auto you hire or borrow. For a covered auto which is a leased auto WHO IS INSURED is changed to include as an insured the lessor named in this endorsement. However, the lessor is an insured only for bodily injury or property damage resulting from the acts or omissions of:
 - 1. You

1. 1. 1. 1.

- 2. Any of your employees or agents.
- Any person, except the lessor or any employee or agent of the lessor, operating a leased auto with the permission of any of the above.

C. LOSS PAYABLE CLAUSE

- 1. We will pay you and the lessor named in this endorsement for loss to a leased auto, as interest may appear.
- 2. The insurance covers the interest of the lessor unless the loss results from fraudulent acts or omissions on your part.
- 3. If we make any payment to the lessor, we will obtain his rights against any other party.

D. CANCELLATION

- If we cancel the policy, we will mail notice to the lessor in accordance with CANCELLING THIS POLICY DURING THE POLICY PERIOD.
- 2. If you cancel the policy, we will mail notice to the lessor.
- 3. Cancellation ends this agreement.
- The lessor is not liable for payment of your premiums.

ADDITIONAL INSURED - LESSOR (CA 20 01 12 80) 2-49 MXC 550 46 56 PRODUCER INSURANCE COMPANY POLICY NUMBER FIREMAN'S FUND 2-49 MXC 550 46 56 EXPIRATION DATE EFFECTIVE DATE 1-1-885 1-1-8346 NAMED INSURED AND ADDRESS ANGELES CHEMICAL CO., INC. & STALLION TANK LINES, INC. P.O. BOX 2163 SANTÀ FE SPRINGS, CA. 90670 ADDITIONAL INSURED (LESSOR) 1840 LONG BEACH BLVD. LONG BEACH, CA. 90806 **DESIGNATION OR DESCRIPTION OF LEASED AUTOS** 1984 BUICK REGAL #2337

This endorsement provides only those coverages for which an entry is shown by "X" in the applicable box.

| COVERAGES | LIMITS OF LIABILITY |
|--|--|
| LIABILITY | EACH PERSON EACH ACCIDENT |
| COMBINED BODILY INJURY AND PROPERTY DAMAGE LIABILITY | XXXXXXXXX \$ 500,000. |
| BODILY INJURY LIABILITY | \$ 5 |
| PROPERTY DAMAGE LIABILITY | xxxxxxxxx s |
| PERSONAL INJURY PROTECTION (EQUIVALENT NO-FAULT COVERAGE | |
| COMBINED PHYSICAL DAMAGE | ACTUAL CASH VALUE OF COST OF REPAIR WHICHEVER IS LESS; MINUS: \$ For Each Covered Auto |
| ☑ COMPREHENSIVE | ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: \$ 1,00. For Each Covered Auto |
| X COLLISION | ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: \$ 250. For Each Covered Auto |
| SPECIFIED PERILS | ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: \$ For Each Covered Auto |
| | · for |
| ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY | Alma J. hemaghan |
| 101474-2-81 | Page 1 of 2 |

FFIC0050928

A. PHRASE WITH SPECIAL MEANING

In addition to the WORDS AND PHRASES WITH SPECIAL MEANING in the policy, the following phrase has special meaning in this endorsement:

"Leased auto" means an auto leased to you for one year or more, including any substitute, replacement or extra auto needed to meet seasonal or other needs, under a leasing agreement which requires you to provide direct primary insurance for the lessor.

- B. Any leased auto designated or described in this endorsement will be considered a covered auto you own and not a covered auto you hire or borrow. For a covered auto which is a leased auto WHO IS INSURED is changed to include as an insured the lessor named in this endorsement. However, the lessor is an insured only for bodily injury or property damage resulting from the acts or omissions of:
 - 1. You
 - 2. Any of your employees or agents.
 - 3. Any person, except the lessor or any employee or agent of the lessor, operating a leased auto with the permission of any of the above.

C. LOSS PAYABLE CLAUSE

- 1. We will pay you and the lessor named in this endorsement for loss to a leased auto, as interest may appear.
- The insurance covers the interest of the lessor unless the loss results from fraudulent acts or omissions on your part.
- 3. If we make any payment to the lessor, we will obtain his rights against any other party.

D. CANCELLATION

- If we cancel the policy, we will mail notice to the lessor in accordance with CANCELLING THIS POLICY DURING THE POLICY PERIOD.
- If you cancel the policy, we will mail notice to the lessor.
- 3. Cancellation ends this agreement.
- E. The lessor is not liable for payment of your premiums.

2. The following is added to WHO IS INSURED:

POLICY AMENDMENT

BUSINESS AUTO POLICY GARAGE POLICY TRUCKERS' POLICY

Drive Other Car Coverage—Broadened Coverage for Named Individuals

CA 99 10 12 80

| IF THE FOLLOWING INFORMATION IS NOT COMPLETE, REFER TO INSURED | POLICY NUMBER SEQUENTIAL NO. 2-49 MXC 550 46 56 |
|---|--|
| PRODUCER | EPFECTIVE DATE |
| DECLA | RATIONS |
| THE INSURANCE AFFORDED BECAUSE OF THE NAMING BELOW OF AN COVERAGES FOR WHICH AN "X" HAS BEEN PLACED IN THE APPROPRIATE | Y INDIVIDUAL IS ONLY WITH RESPECT TO SUCH OF THE FOLLOWING BOX: |
| COVERAGES: X LIABILITY X MEDICAL PAYMENTS | MOTORIST COMPREHENSIVE \$50 DEDUCTIBLE |
| NAME OF INDIVIDUAL: JOHN & JANYCE LOCKE III, JAME | S W. LOCKE, JOHN G. LOCKE III |
| This endorsement changes only those coverages listed in the Declarations page. Each of those coverages is changed as follows: A. PHRASE WITH SPECIAL MEANING In addition to WORDS AND PHRASES WITH SPECIAL MEANING in this policy, the follow phrase has special meaning in this endorsement: 1. "Family member" means a person related to the individual named in the Declarations for this endorsement by blood, marriage or adoption who is a resident of the individual's household, including a ward or foster child. | Any individual named in the Declarations for this endorsement and his or her spouse, while a resident of the same household, are insureds while using any covered auto described in paragraph B. 1. of this endorsement. C. CHANGES IN AUTO MEDICAL PAYMENTS AND UNINSURED MOTORISTS INSURANCE The following is added to WHO IS INSURED. Any individual named in the Declarations for this endorsement and his or her family members are insureds while occupying, or while a pedestrian when being struck by, any auto you don't own except: |
| B. CHANGES IN LIABILITY INSURANCE 1. Any auto you don't own, hire or borrow is a covered auto for LIABILITY INSURANCE while being used by any individual named in the Declarations for this endorsement or by his or her spouse while a resident of the same household except: a. Any auto owned by that individual or by any member of his or her household. b. Any auto used by that individual or his or her spouse | Any auto owned by that individual or by any family member. D. CHANGES IN PHYSICAL DAMAGE INSURANCE Any private passenger type auto you don't own, hire or borrow is a covered auto while in the care, custody or control of any individual named in the Declarations for this endorsement or his or her spouse while resident of the same household except: 1. Any auto owned by that individual or by any member of |
| while working in a business of selling, servicing, repairing or parking autos. | his or her household. 2. Any auto used by that individual or his or her spouse while working in a business of selling, servicing, repairing or |

This Form must be attached to Change Endorsement when issued after the Policy is written.

parking autos.

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY

CHANGE OF BEING

INSEL 11 THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY

PRESIDENT

STOCK NO. CA 99 10 12 80

| SURED | | POLICY NUMBER |
|--------|---|--------------------|
| | | 2-49 MXC 550 46 56 |
| OOUCER | • | EFFECTIVE DATE |

IT IS UNDERSTOOD AND AGREED THAT THE PREMIUM FOR THE COMPREHENSIVE GENERAL LIABILITY AND BUSINESS AUTO PORTION OF THIS POLICY FOR THE PERIOD OF 1-1-85 TO 1-1-86 SHALL BE DETERMINED BY APPLICATION OF THE FOLLWING COMPOSITE RATE PER \$1,000. OF GROSS RECEIPTS AS DEFINED IN THE MANUAL OF LIABILITY INSURANCE.

ESTIMATED RECEIPTS TOTAL DEPOSIT

A 255 A

\$15,000,000. \$57,525.

PREMIUMS CODES COMPOSITE RATE: LIABILITY OBI: .987 14,805. 324-70050 .594 OPD: 8,910. 4592. 1.755 26,325. AUTO LIABILITY ABI & APD: 4592. PHYSICAL DAMAGE: **.**499 7,485. \$3-835 \$57,525.

IT IS AGREED THE MINIMUM PREMIUM FOR THE COMPOSITE RATED PORTIONS OF THIS POLICY SHALL BE:

ANNUAL MINIMUM PREMIUM: \$43,144.

ONE OF THE
FIREMAN'S FUND INSURANCE COMPANIES
AS NAMED IN THE POLICY.

president 10.

COUNTERSIGNATURE OF AUTHORIZED AGENT

180001--1-65



SAMPLE

Mexico Endorsement- 101609 11 82

Policy Amendment Commercial Business Auto Coverage Form - Garage Coverage Form Truckers' Coverage Form

This policy is extended to apply while any covered sate is being operated in the Republic of Mexico for a period not exceeding ten days at any one time. It is agreed that such insurance as is provided by this policy only by reason of the terms of this paragraph shall be excess insurance over any other valid and collectible insurance available to you.

Warning

Unless you have automobile insurance written by a

Mexican insurance company, you may spend many hours or days in jail, if you have an accident in Mexico. Insurance coverage should be secured from a company licensed under the laws of Mexico to write such insurance in order to avoid complications and some other penalties possible under the laws of Mexico, including the possible impoundment of your auto.

This Form trust be attached to Change Endorsement when issued after the policy is written.

One of the Pirennan's Pand Laurence Companies as named in the policy

President

101609 11-82R

SAMPLE

COMMERCIAL COVERAGE BUSINESS AUTO POLICY CARAGE POLICY TRUCKERS' POLICY CHANGE OF AUTO ENDORSEMENT

PÓLICY NUMBER

2-49 MXC 550 46 56

NAMED ANGELES CHEMICAL CO., INC., ETAL

FIREMAN'S FUND INSURANCE COMPANIES MAILING ADDRESS: SAN FRANCISCO CALIFORNIA COVERAGE IS PROVIDED IN THE FOLLOWING COMPANY, A STOCK COMPANY.

FIREMAN'S FUND

GROUP NUMBER: ENDORSEMENT EFFECTIVE DATE: SEQUENTIAL ENDORSEMENT NO.

2-1-85 001

元上生产的联络的

IN THE AUTO DECLARATIONS, THE SCRIEDULE OF COVERED AUTOS YOU OWN IS AMENDED AS FOLLOWS:
THE FOLLOWING AUTOS ARE HEREBY ADDED, LIMITS OF LIABILITY STATED ON PAGE ONE OF THE AUTO DECLARATIONS AND IN ANY ENDORSEMENT
FORMING A PART OF THE AUTO POLICY APPLIES TO THE COVERAGES INDICATED BY "X", STATED AMOUNT LIMITS APPLY ONLY WHERE STATED BELOW.

| AUTO | MODEL | TRAUE | NAME, MODEL, | BODY TYPE, | DD:LY JURY OPERTY MAGE | A STA | CTION | ULT AGE | URED | ED STS | COMPRI | EHENSIVE | SPEC | RILS | LISION LESS CTIBLE | YHM | BINED SICAL MAGE | TOWING |
|------------|-----------------------------------|--------------|----------------------------------|-------------|--------------------------------------|---------------------|------------------------|------------------------------|-----------|---------------------------|-----------------|----------------|-----------------|-------------------------|--------------------------|-----------------|------------------------|------------|
| | YEAR | | SIZE TYPE, ID NÜ GARAGE LOCAT | | 0.26.4 0.30.4 0.30.4 16.9.4 | MEDICAL | PERSO FAUR PROTE | MISC NO FAULT COVERAGE | MOTORISTS | UNDER INSURE MOTOR! | ACV OR \$ | DEOUGHNLE S | ACV OR \$ | LESE OFFICIOLI \$ | 1323 | ACV OR \$ | OCHUCTION | , o |
| 42 | 83 | | ATIONAL TR CO - 1850E | - | x | | | | | | ACV | 500. | | | 500. | | , , | |
| THE | FOLLO | WING AUTO | S ARE HEREBY | DELETED FOR | ALL COVI | ERAG | ES A | ND LI | MITS | OF L | IABILIT | ΓΥ: | | | L | | | 1 |
| | | | AUTOS DELETE | | | | | | | | | | | | | | a q | |
| | OTHER | CHANGES | | ī | | | | | | | | | | | | | 201 | |
| | CLUI | FIONAL PRE | MIUM OMPOSITE | RETUR | N PREMI | UM | _ | | 5 F | PAYA | BLE ON | EFFECTI | VE DAT | E OF EN | IDORSE | MENT | PAYAE AT AU | ILE DIT |
| RA | TE_ | M | COUNTE | RSIGNATURE | OF AUTHO | ORIZI | ED AG | ENT | _ | | | | | | o 1c:85 | ATE KNK | | |
| | | MAX BE | HM & ASSOC | . INC. | | | AGE | NCY | | | | | | | | | | |
| | | | AUTO # | AUTO 4 | co | VERA | AGE | (4) | F | REM | IUMS A | | | | PREMIL | | | |
| TER GAR | FACTO RITOR' AGE L SS GO | Y OCATION | 005 04 36499 | | ME ME | | PO | S S | NUAL | 5 5 | DDITION | AL REI | TURN | VININ | \$ | DITIONAL | RETUI | \$ FM |
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140586-11-82

| COMMERCIAL COVERAGE | BASIC COVERAGE TITLE: | GENERAL LIABILITY ADDITIONAL INSURE (VENDORS-BROAD FOR | |
|---|-----------------------------|--|-----------|
| CHANGE ENDORSEMENT | FORM. NO. | 105237 07 79 REV. | TO THE DO |
| THE FOLLOWING INFORMATION IS NOT COMPLETE, REFER TO THE SURED ANGELES CHEMICAL CO., INC., ETAL | PO | LICY NUMBER -49 MXC 550 46 56 | SEQUENTIA |
| MAX BEHM & ASSOCIATES, INC. | | ective date -1.5-85 | |
| DECLARATI | ONG | | |
| HE PREMIUM FOR THIS POLICY AMENDMENT IS INCLUDED IN THE PE | REMIUM SHOWN | ON THE GENERAL DECLARAT | TONS UNLE |
| THE PREMION FOR THIS POLICE MINIMUM IS INCOORSED BY THE PREMION FOR THIS POLICE MINIMUM IS INCOORSED BY THE | | | |
| ADDITIONAL PREMIUM & INCLUDED IN COMPOSITI | E RETURN PR | EMIUM \$ | |
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| ADDING ABOVE FORM PER ATTACHED. | | | |
| RATE | | | |
| RATE | - | | |
| ADDING ABOVE FORM PER ATTACHED. | - | | |
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| ADDING ABOVE FORM PER ATTACHED. | - | | |

STOCK NO. 140519-11-82

POLICY AMENDMENT

GENERAL LIABILITY

Additional Insured (Vendors-Broad Form)

105237-07-79 REV.

IF THE FOLLOWING INFORMATION IS NOT COMPLETE, REFER TO THE APPROPRIATE DECLARATIONS ATTACHED TO THE POLICY.

| INSURED | POLICY NUMBER 2-49 MXC 550 46 56 SEQUENTIAL NO. |
|----------|---|
| PRODUCTR | EFFECTIVE DATE |
| | |

DECLARATIONS

DESIGNATED VENDOR

STANDARD BRANDS PAINT CO. 4300 W. 190TH STREET TORRANCE, CA. 90509 ATTM: MR. TIM DUNDAS

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING: COMPRETENSIVE GENERAL LIABILITY INSURANCE—COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE

It is agreed that the "Persons Insured" provision is amended to include as an insured the person or organization designated in the Declarations as vendor subject to the following provisions:

- a. The insurance applies only to the distribution or sale by the vendor of the named insured's products and then only to any liability arising out of the named insured's negligence or any defect or condition in such product existing when such product was relinquished by the named insured to the vendor.
- b. The insurance with respect to the vendor does not apply to any liability arising out of:
- (1) Any express warranty unauthorized by the named insured;
- (2) Any repacking of the product unless solely for the purpose of inspection, demonstration, testing or the substitu-

tion of parts under instructions from the named insured and then repacked in the original container;

- (3) Any product which after distribution or sale by the named insured has been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor:
- (4) Any failure to maintain the produce in merchantable condition;
- (5) Any physical or chemical change in the form of the product made intentionally by the vendor.
- c. The insurance does not apply to any person or organization as insured from whom the named insured has acquired such product or any ingredient, part or container, entering into, accompanying or containing such product.

This Form must be attached to Change Endorsement when issued after the Policy is written.

CORRESPONDS TO ENDT. #

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY

HXC

. . .

PRESIDENT

STOCK NO. 105237-07-79 REV.

GENERAL LIABILITY

Additional Insured (Vendors-Broad Form)

IF THE FOLLOWING INFORMATION IS NOT COMPLETE, REFER TO THE APPROPRIATE DECLARATIONS ATTACHED TO THE POLICY.

| POLICY NUMBER 2-49 MXC 550 46 56 SEQUENTIAL NO. |
|---|
| EFFECTIVE DATE |
| |

DECLARATIONS

DESIGNATED YENDOR PACKAGING CORPÓRATION OF AMERICA 4633 DOWNEY ROAD LDS ANGELES, CA. 90058 ATTN: MR. DALE MC MILLAN

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING: COMPREHENSIVE GENERAL MABILITY INSURANCE—COMPLETED OPERATIONS AND PRODUCTS MABILITY INSURANCE

It is agreed that the "Persons Insured" provision is amended to include as an insured the person or organization designated in the Declarations as vendor subject to the following provisions:

- a. The insurance applies only to the distribution or sale by the vendor of the named insured's products and then only to any liability arising out of the named insured's negligence or any defect or condition in such product existing when such product was relinquished by the named insured to the vendor.
- b. The insurance with respect to the vendor does not apply to any liability arising out of:
- (1) Any express warranty unauthorized by the named insured;
- (2) Any repacking of the product unless solely for the purpose of inspection, demonstration, testing or the substitu-

- tion of parts under instructions from the named insured and then repacked in the original container;
- (3) Any product which after distribution or sale by the named insured has been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor:
- (4) Any failure to maintain the produce in merchantable condition;
- (5) Any physical or chemical change in the form of the product made intentionally by the vendor.
- c. The insurance does not apply to any person or organization as insured from whom the named insured has acquired such product or any ingredient, part or container, entering into, accompanying or containing such product.

This Form must be attached to Change Endorsement when issued after the Policy is written.

CORRESPONDS TO ENDT. \$002

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY

PRESIDEN

STOCK NO. 105237-07-79 REV. .

CHANGE OF AUTO ENDORSEMENT

POLICY NUMBER

2 49 MXC 550 46 56

NAMED INSURED:

ANGELES CHEMICAL CO., INC. & STALLION TANK LINES, INC.

FIREMAN'S FUND INSURANCE COMPANIES
MAILING ADDRESS: SAN FRANCISCO CALIFORNIA
COVERAGE IS PROVIDED IN THE FOLLOWING COMPANY
A STOCK COMPANY:

01

FIREMAN'S FUND

GROUP NUMBER: ENDORSEMENT EFFECTIVE DATE:

SEQUENTIAL

1~1~85 3

PAGE 1 DF 2

IN THE AUTO DECLARATIONS, THE SCHEDULE OF COVERED AUTOS YOU OWN IS AMENDED AS FOLLOWS:
THE FOLLOWING AUTOS ARE MEREBY ADDED, LIMITS OF LIABILITY STATED ON PAGE ONE OF THE AUTO DECLARATIONS AND IN ANY ENDORSEMENT
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| مرج ريان | MODEL | TRADE | NAME, MODEL, B | ODY TYPE, | - H | ST-S | CTION | AGE | STS | STS | | PHENSIVE | | (FIED RILS | SION ESS TIBLE | COM PHY DAI | BINED SICAL MAGE |
|-------------------------|---------------------------|------------------|-----------------------------------|--------------------------|--|---------------------------|--------------------------|------------------------------|-----------|----------------|-----------------|-----------------|------------------|---------------|-------------------------------------|-------------------|------------------------|
| NO. | YEAR | | IZE TYPE, ID NÛM GARAGE LOCATI | BER, | BNOOPEY OROGEN AMAGEN FRANCE F | MEDICAL | PERSO INJURY PROTE | MISC NO FAULT COVERAGE | UNINSURED | NOTOR NOTOR | ACV OR \$ | OKOUCTHULE S | ACV OR .\$ | DEGUCTIONS | COLLISION ACV LESS DEDUCTIBLE | ACV OR 5 | VERE DEDUCTIONS |
| 24 | 81 | FIRD 0 | L900 TRACT | DR . | x | | | • 6 | | | ACV | 500 | | | 500 | | |
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| THE | FOLLOY | WING AUTOS | S ARE HEREBY D | ELETED FOR A | LL COVI | RAG | ES AI | ND LI | MITS | OF L | IABILIT | Υ. | | | | | |
| | | | AUTOS DELETET | 01 | | | | | | | | | | | | | |
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| LX. | | | | VEHICLES | | | _ | | | | | | | | | | |
| 5 | | IONAL PREI | IN COMPOSI | RETURN | PREMI | UM | **** | | \$ | PAYAI | BLE ON | EFFECTI | VE OAT | E OF EN | DORSEN | MENI | AT AUD |
| 5 | | | IN COMPOSI | | • (| | D AG | ENT | | PAYAI | BLE ON | EPPECTI | VE OAT | | D | ATE | |
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140586--11-82

CHANGE OF AUTO ENDORSEMENT

POLICY NUMBER

2 49 MXC 550 46 56

NAMED INSURED:

ANGELES CHEMICAL CD., INC. & STALLION TANK LINES, INC.

FIREMAN'S FUND INSURANCE COMPANIES
MAILING ADDRESS: SAN FRANCISCO CALIFORNIA
COVERAGE IS PROVIDED IN THE FOLLOWING COMPANY,
A STOCK COMPANY:

T. FIRE

FIREMAN'S FUND

GROUP NUMBER:
ENDORSEMENT
EFFECTIVE DATE: 1-1-85

SEQUENTIAL ENDORSEMENT NO. PAGE 2 OF 2

IN THE AUTO DECLARATIONS, THE SCHEDULE OF COVERED AUTOS YOU OWN IS AMENDED AS FOLLOWS:
THE FOLLOWING AUTOS ARE MEREBY ADDED, LIMITS OF LIABILITY STATED ON PAGE ONE OF THE AUTO DECLARATIONS AND IN ANY ENDORSEMENT FORMING A PART OF THE AUTO POLICY APPLIES TO THE COVERAGES INDICATED BY "X". STATED AMOUNT LIMITS APPLY ONLY WHERE STATED BELOW.

| AUTO | SIZE TYPE | | | DEL, BODY TYPE, | ¥ | ₹Z STS | CTION | UZED UZED | SISTS | COMPRE | неизіує | SPE PE | CIFIED RIUS | ISION LESS CTIBLE | COM PHY DAI | BINED SICAL MAGE | TOWING |
|-------------|------------------------|--------------|------------|------------------------------------|--|--------------------------|--|------------------------|--------------------------|----------------|-----------------|-----------------|----------------|--|-------------------|------------------------|----------|
| NO. | | | | DCATION | BODILY INJURY PROPERTY DAMAGE | MEDICAL | PROTECTION OF THE PROTECTION O | UNINSURED MOTORISTS | UNGER NSURE MOTOR! | ACV ÓR ≸ | DEDUCTIONS S | ACV OR \$ | OCOUC DOC | COLLISION ACV LESS DEDUCTIBLE 5 | ACV OR 5 | DEOUCTIONS E | TOW |
| 35 | 84 | | JTLASS | | X | X | | X | | ACV | 100 | | | 250 | | | |
| THE | FOLLD | WING AUTO | S ARE HERE | EBY DELETED FOR | ALL COV | EHAGE | \$ AND | LIMITS | OF L | IAHILIT | Y: | | - | | | | <u> </u> |
| 18 | 79 | | FURKLIF | LETED: | | | | | | | | | | | | | |
| AUTO NO. | LOSS | PAYEES; E; | XCEPT FOR | TOWING ALL PHYS AY APPEAR AT TH | SICAL DAM 1E TIME OF | LOSS | LOSS) IS | PAYA | ABLE | то уоч | AND TII | E LOS | PAYEE | NAMED | BELOW | / AS | |
| \$ | ٠. | R CHANGES | міим | | IRN PHEMI | | | \$ | PĄYĄI | BLE ON | EFFFCT) | VE DA | TE OF EA | Ińossei | MENT | PAYAS AT AU | |
| | | | ÇOL | NTERSIGNATURE | OF AUTH | DRIZED | AGEN | - I Г | _ | | | | 5-29 | -85 K | N W | | |
| MZ | X E | эм в де | SOCIATE | | | | AGENC | Y | | | | - | | to A Street has | | | |
| | | | AUTO | # AUTO | <i>i</i> co | VERAC | - | | | IUMS A | | - | | | JMS AU | | |
| TER GAH | | Y OGATION | , | | ME ME | | .D | NNUAL | 5 | MOITION | SL, RET | WHU. | S ANNU | \$ | DITIONAL | ละ า บค | N |
| I/N COS | SS CO T NEW GROU | /SYMBOL | ٠, | | PIE MN CC SPI | , IF MP ECIFICI | | | | | * | | | 1 | | | |
| | | | | | CO | RILS | | | | | | | / | 1 | | | |

CHANGE OF AUTO ENDORSEMENT

POLICY NUMBER

2 49 MXC 550 46 56

NAMED INSURED

ANGELES CHEMICAL CO., INC. & STALLION TANK LINES, INC

FIREMAN'S FUND INSURANCE COMPANIES
MAILING ADDRESS: SAN FRANCISCO CALIFORNIA
COVERAGE IS PROVIDED IN THE FOLLOWING COMPANY,
A STOCK COMPANY:

01.

FIREMAN'S FUND

GROUP NUMBER: ENDORSEMENT EFFECTIVE DATE: SEOUENTIAL ENDORSEMENT NO.

4-12-85

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IN THE AUTO DECLARATIONS, THE SCHEDULE OF COVERED AUTOS YOU OWN IS AMENDED AS FOLLOWS:
THE FOLLOWING AUTOG ARE HEREBY ADDED, LIMITS OF LIABILITY STATED ON PAGE ONE OF THE AUTO DECLARATIONS AND IN ANY ENDORGEMENT
FOR MINICA BOAD OF THE AUTO POLICY APPLIES TO THE COVERAGES INDICATED BY "X". STATED AMOUNT LIMITS APPLY ONLY WHERE STATED BELOW.

| AUTO | MODEL | TRADE | NAME, MODEL, I | BODY TYPE, | <u>></u> لا يا | AL N | NAL | AGT BET | URED | ED 18 | СОМРЯ | HENSIVE I | SPEC PER | CIFIED RILS | SION | COM PHY DAX | BINED SIÇAL MAGE | OWING |
|-------------------|--------------|----------------------------|--------------------------|------------------------------|-----------------------------|---------------------|----------------------------------|------------|-------|-------|-----------------|------------------|------------------|-----------------|--|-------------------|------------------------|-----------|
| NO. | YEAR | 5 | GARAGE LOCAT | MBER, | BODILY INJURY PROPERT | MEDICAL | PERSONAL INJURY PROTECTION | NO NO TA | MOTOR | MOTOR | ACV QR \$ | OF GUET THE E | ACV OR :\$ | ocouctimes S | COLLISION ACY LESS DEDUCTIBLE S | ACV OR \$ | DEORICINET 1.624 | OW |
| 43 | 85 | CHRYSL #8104 | er m ew yor | KER | x | x | ٠, | | х | | ACV | 100 | | | 250 | | | |
| TWE | FOLLO | WING AUTO | S ARE HEREBY | TELETED FOR | ALL COV | ERAG | ES AI | ND LI | MITS | OF L | JABILIT | Y: | | | -0 | | | |
| THE | | Will Act of | AUTOS DELETE | | | | | | | | | | | | | | | |
| AUTO NO. | LOSS | PAYEES: EX | CEPT FOR TOWN | NG ALL PHYSI PPEAR AT THE | ICAL DAM E TIME OF | LOS | (LOS | S) IS | PAYA | BLE | το γοι | HTONA | E LOSS | PAYEE | NAMED | BELOW | Λ5 | |
| | OTHER **. | CHANGES TONAL PREMIED IN | | ADDITIONA | | URE | D PE | ER F | F | | | 12-80 effecti | | | | MENT | PAYAB AT AU | LE DII |
| - | | SITE RA | TE COUNTE | RSIGNATURE | DE AUTHO | 3RIZE | ПАС | ENT | \$ | _ | | | -1 | | | DATE | | _ |
| | | | 000412 | | | | | | | | | | | 5-90- | BE K | И | | |
| MA | X EE | HM & AS | SOCIATES | | | | AGE | NCY | === | | | | | | | | | |
| | | - " | AUTO # 4 | AUTO # | CO | VERA | GE | | ŀ | | IUMS A | | | | | JMS AU | | |
| TER GAR CLA | \$\$ CO | Y GCÀTI ON DE | - 005 04 199830 | | CO BI ME UM PIE | • | FD PD | S ANI | NUAL | \$ | מסוצומא | S S | LIRN | 5 | 5 | DITIONAL | S S | N |
| 0 | T NEW | /SYMBOL P | 16,000 | | CO SPI PEI CO | MP CIFIE RILS | | | | | | / | / | | | / | | |

140586-11-82

ADDITIONAL INSURED — LESSOR (CA 20 01 12 80)

| FIREMAN'S FUND EFFECTIVE DATE 1-1-85 8 NAMED INSURED AND ADDRESS ADDITIONAL INSURED (LESSOR) | |
|--|--------------|
| FIREMAN'S FUND EFFECTIVE DATE 1-1-85 8 NAMED INSURED AND ADDRESS ADDITIONAL INSURED (LESSOR) | 5504656 |
| PADDITIONAL INSURED (LESSOR) | OLICY NUMBER |
| 1-1-85 8 7 NAMED INSURED AND ADDRESS ADDITIONAL INSURED (LESSOR) | |
| NAMED INSURED AND ADDRESS ADDITIONAL INSURED (LESSOR) | 1-DATE |
| ADDITIONAL INSURED (LESSOR) | |
| Conference (Co.) | |
| Conference of the | |
| DICK ERDWNING LEASING 18803STUALBAKER ROAD CERRITOS, CA 90701 | |
| DESIGNATION OR DESCRIPTION OF LEASED AUTOS | |
| 1985 CHRYSLER NEW YORKER #8104 | |

This endorsement provides only those coverages for which an entry is shown by "X" in the applicable box.

| COVERAGES | | LIMITS | OF LIABILITY | |
|---|---------------------------------|----------|--|-------|
| LIABILITY | EACH P | ERSON | EACH ACCIDENT | |
| COMBINED BODILY INJURY AND PROPERTY DAMAGE LIABILITY | xxxx | xxxx | \$ 500 ₇ 000 | |
| BODILY INJURY LIABILITY | \$ | | \$ | |
| PROPERTY DAMAGE LIABILITY | XXXX | XXXX | \$ | |
| PERSONAL INJURY PROTECTION (C EQUIVALENT NO-FAULT COVERAGE |)R E) \$ | | | |
| COMBINED PHYSICAL DAMAGE | MINUS: \$ | For Each | T OF REPAIR WHICHEVER IS I Covered Auto | |
| COMPREHENSIVE | ACTUAL CASH V MINUS: \$ 1,00 | | T OF REPAIR WHICHEVER IS I | LESS; |
| COLLISION | ACTUAL CASH V MINUS: \$ 250 | - | T OF REPAIR WHICHEVER IS I Covered Auto | LESS; |
| SPECIFIED PERILS | ACTUAL CASH V MINUS: \$ | | T OF REPAIR WHICHEVER IS I | LESS |

| | | (6) |
|--|--------------------|------------------------------------|
| 5-29-85 KW | CORRESPONDS TO END | UNTERSIGNATURE OF AUTHORIZED AGENT |
| ONE OF THE PIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY | Jean J. Menaghan | N. |
| 01474-2-81 | | Page 1 of 2 |

A. PHRASE WITH SPECIAL MEANING

In addition to the WORDS AND PHRASES WITH SPECIAL MEANING in the policy, the following phrase has special meaning in this endorsement:

"Leased auto" means an auto leased to you for one year or more, including any substitute, replacement or extra auto needed to meet seasonal or other needs, under a leasing agreement which requires you to provide direct primary insurance for the lessor.

- B. Any leased auto designated or described in this endorsement will be considered a covered auto you own and not a covered auto you hire or borrow. For a covered auto which is a leased auto WHQ IS INSURED is changed to include as an insured the lessor named in this endorsement. However, the lessor is an insured only for bodily injury or property damage resulting from the acts or omissions of:
 - 1. You
 - 2. Any of your employees or agents.
 - Any person, except the lessor or any employee or agent of the lessor, operating a leased auto with the permission of any of the above.

C. LOSS PAYABLE CLAUSE

- We will pay you and the lessor named in this endorsement for loss to a leased auto, as interest may appear.
- 2. The Insurance covers the interest of the lessor unless the loss results from fraudulent acts or omissions on your part.
- 3. If we make any payment to the lessor, we will obtain his rights against any other party.

D. CANCELLATION

- If we cancel the policy, we will mail notice to the lessor in accordance with CANCELLING THIS POLICY DURING THE POLICY PERIOD.
- 2. If you cancel the policy, we will mall notice to the lessor.
- 3. Cancellation ends this agreement.
- E. The lessor is not liable for payment of your premiums.

COMMERCIAL COVERAGE BUSINESS AUTO POLICY GARAGE POLICY TRUCKERS' POLICY CHANGE OF AUTO ENDORSEMENT

POLICY NUMBER 249 MXC 550 46 5%

NAMED ANGELES CHEMICAL CO., INC.

FIREMAN'S FUND INSURANCE COMPANIES
MAILING ADDRESS: SAN FRANCISCO CALIFORNIA
COVERAGE IS PROVIDED IN THE FOLLOWING COMPANY
A STOCK COMPANY.

建筑上水工实力为的工品,其类类

01 FIREMAN'S FUND

GROUP NUMBER:
ENDORSEMENT:
EFFECTIVE DATE:

SEQUENTIAL
ENDORSEMENT NO.

5

IN THE AUTO DECLARATIONS, THE SCHEDULE OF COVERED AUTOS YOU OWN IS AMENDED AS POLLOWS:
THE FOLLOWING AUTOS ARE HEREBY ADDED, LIMITS OF LIABILITY STATED ON PAGE ONE OF THE AUTO DECLARATIONS AND IN ANY ENDORSEMENT
FORMING A PART OF THE AUTO POLICY APPLIES TO THE COVERAGES INDIGATED BY "X", STATED AMOUNT LIMITS APPLY ONLY WHERE STATED BELOW.

| AUTOMODEL T | RADE NAME, MODEL | , BODY TYPE, | | ATS | CTION | AGE | URED | ED STS! | COMPRE | EHENSIVE | SPE | CIFIED RIUS | SION | COM PHY DA | BINED BICAL MAGE | 2 |
|---|---------------------------------|----------------------------------|--|--------------|----------------------------------|-------|-------|---------------------------|-----------------|------------------|-----------------|-----------------|--|------------------|------------------------|--------|
| AUTOMODEL T | SIZE TYPE, ID NO GARAGE LOCA | DMBER, | BODILY INULRY PROPERTY DAMAGE | MECICAL | PERSONAL INJURY PROTECTION | CNOSC | MOTOM | UNDER INSURE MOTORI | ACV OR \$ | nroverible \$ | ACV OR \$ | DEDUCTIBLE S | COLLISION ACV LESS DEDUCTIBLE S | ACV OR \$ | DENOCEMENT 1 | TOWING |
| | | | | | •• | 14 | | | | | | | | - | | |
| THE FOLLOWING A | AUTOS ARE HEREBY | DELETED FOR A | IL COVE | RAGE | SAN | D LI | MITS | OF L | IABILIT | Y: | | | | | - | - |
| | AUTOS DELET | ED: | | | | | | | | | | | | | | |
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| ADDITIONAL | AMEND I | DESCRIPTI | Y PREMIU | | EHT | CL | | | | READ | 7 | 955 RAIL | ER | | PAYABU AT AUG | |
| | COUNT | F.RSIGNATURE C | FAUTHO | AI7EE | AGE | TIME | | | | | 1 | / | | ATE | | |
| МА | X BEHM & A | SSOCIATE | s | | AGEN | ICY | | |) - | -1 | X | A-1 | 2-85 | SH | | |
| | AUTO # | AUTO # | COA | ERAG | E | | | | UMS AL | - / | 1 | | PREMIU | | | |
| PIR FACTOR TEHRITORY GARAGE LOCATIO CLASS CODE IIN COST NEW/SYMBO AGE CROUP | | | MEU UM PIP MNF | IF IFIEC | 5 | ANN | UAL . | 5 | | \$ | ŲRN . | \$ | \$ | ITIONAL | RETUR! | 7 |
| | | | TOW | ING TOTAL | 1 | • | | | | | | | | | | |

140586-11-82

COMMERCIAL COVERAGE BUSINESS AUTO POLICY GARAGE POLICY TRUCKERS' POLICY CHANGE OF AUTO ENDORSEMENT

NUMBER 2 49 MXC 550 48 56

NAMED INGUIED: ANGELES CHEMICAL CO. INC & STALLION TANK LINES, INC

FIREMAN'S FUND INSURANCE COMPANIES MAILING ADDRESS: SAN FRANCISCO CALIFORNIA COVERAGE IS PROVIDED IN THE FOLLOWING COMPANY, A STOCK COMPANY:

101 FIREMAN'S FUND

> GROUP NUMBER: ENDORSEMENT 7-11-85 SEQUENTIAL ENDORSEMENT NO.

IN THE AUTO DECLARATIONS, THE SCHEDULE OF COVERED AUTOS YOU OWN IS AMENDED AS FOLLOWS:
THE FOLLOWING AUTOS ARE HEREBY ADDED, LIMITS OF LIABILITY STATED ON PAGE ONE OF THE AUTO DECLARATIONS AND IN ANY ENDORSEMENT
FORMING A PART OF THE AUTO POLICY APPLIES TO THE COVERAGES INDICATED BY "X", STATED AMOUNT LIMITS APPLY ONLY WHERE STATED BELOW.

| UTD | MODEL | TRA | DE NAME SIZE TY | мове | L, BODY | TYPE, | 78.7 | STA | NAL | AGE | JAED | 200 | 1 | HENSIVE | | CIFIED RILS | SION ESS TIBLE | PHY | SICAL MAGE | |
|---------------------------------------|------------------------|--------------|--------------------|---|---------------|------------------------------------|--|---|----------------------------------|---------------|----------|--------|-----------------|----------------|-----------------|----------------|----------------------|----------------|-------------------------|----|
| NO. | YEAR | | SIZF, TY GARA | PE, ID GE LOC | NUMBE | · . | BCDL-Y INJURY PROPERTY DAMAGE | MEDICAL PAYMENTS | PERSONAL INJURY PROTECTION | MISC NO FAULT | MOTORIST | INSURE | ACV OR \$ | OCCUPATIBLE \$ | AGV OR \$ | DEDUCTIFI E | ACV LES | ACV OR 3 | LCSS DEVUCTIBLE S | |
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| 32 | 83 | BUI | K RE | S DEL | | 92 | | | | | | | | | | | | | | |
| | | - | | | - | AR AT THE T | | | | - | | | - | _ | - | - | | | 4. | - |
| 4 | GMA | C, P. | O. B | X 5 | مممة | WESTM | INST | ER, | _c | Α | 9.2 | 5.84 | | | | | | | | |
| ¥ [x] | GMA OTHER | C, P. | 5 ADI | ING | AD | WESTM DITION | AL I | NSU | JRE. | | | | | , | | | | | | |
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| Lxl | ADDIT | CHANGE | EMIUM | 200 200 | ADI | RETURN | AL I | NS L HED | JRE | D P | ER | FO | RM | EFFECTIV | VE DA'I | E OF EN | | MENT | | |
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| I I | MAX | E CHANGE | CAREMIUM COMPO | ASS | E RATERSIG | 2 80 ATE | AUTHO | NSU HEC JM ORIZE | AGE | D P | ER \$ | FO | RM BLE ON | UTO # | | 8- | 16-8 | ATE S.5 S. | AT AUI | D |
| I Enfant | MAX | BEHM BEHM | COMPO | ASS | E RADIO 11 12 | RETURN ATE NATURE OF 005 04 199830 | AUTHO | HEC VERAM | AGE | D P | ER \$ | FO | RM BLE ON | UTO # | | 8- | 16-8 | ATE S.5 S. | AT AUI | DI |
| I I I I I I I I I I I I I I I I I I I | MAX FACTO AGE LOSS COL | BEHM BEHM | COMPO | ASS 105 105 105 105 105 105 105 105 | E RADIO 11 12 | ATE | AUTHO | NSU HEC JM ORIZE | AGE | D P | ER \$ | FO | RM BLE ON | UTO # | | 8- | 16-8 | ATE S.5 S. | AT AUI | DI |
| PPIG S | MAX FACTO AGE LOSS COL | BEHM BEHM | COMPO | ASS 105 105 105 105 105 105 105 105 | E RADIO 11 12 | RETURN ATE NATURE OF 005 04 199830 | AL ITTAC | NSU HEC JM VERAL VERAL MBIND | AGE | D P | ER \$ | FO | RM BLE ON | UTO # | | 8- | 16-8 | ATE S.5 S. | AT AUI | DI |
| I I I I I I I I I I I I I I I I I I I | MAX FACTO AGE LOSS COL | BEHM BEHM | COMPO | ASS 105 105 105 105 105 105 105 105 | E RADIO 11 12 | ATE | AL ITTAC | NSU HEC | AGE | D P | ER \$ | FO | RM BLE ON | UTO # | | 8- | 16-8 | ATE S.5 S. | AT AUI | DI |
| I I I I I I I I I I I I I I I I I I I | MAX FACTO AGE LOSS COL | BEHM BEHM | COMPO | ASS 105 105 105 105 105 105 105 105 | E RADIO 11 12 | ATE | AL ITTAC | NSU HEC | AGE | D P | ER \$ | FO | RM BLE ON | UTO # | | 8- | 16-8 | ATE S.5 S. | AT AUI | Di |

ADDITIONAL INSURED — LESSOR (CA 20 01 12 80)

| INSURED | POLICY NUMBER |
|---------------------------|--------------------|
| ANGELES CHEMICAL CO., INC | 2 49 MXC 550 46 56 |
| PRODUCER | EFFECTIVE DATE |
| | |

| | DESIGNA | TION OR DESCRIPTION OF LEAS | ED AUTOS | | | | | |
|---|--|-----------------------------|--------------------|--|--|--|--|--|
| _ | | | ED AUTOS | | | | | |
| | AUTO #6044 1985 OLDS CIERA SEDAN | +2493 | | | | | | |
| | | ADDITIONAL INSURED (LESSOR |) | | | | | |
| | DICK BROWNING LEASING 18803 STUDESAKER RD CERRITOS, CA 90701 | | 1- | | | | | |
| | 10,0 | NAMED INSURED AND ADDRES | S . | | | | | |
| | 1-1-19 66 | 1-1-86 | 8 | | | | | |
| | EFFECTIVE DATE | | EXPIRATION DATE | | | | | |
| | FIREMAN'S FUND | | 2 49 MXC 550 46 56 | | | | | |
| | MODIFICATION | COMPANY | POLICY NUMBER | | | | | |

This endorsement provides only those coverages for which an entry is shown by "X" in the applicable box.

| COVERAGES | LIMIT | S OF LIABILITY |
|---|-------------|--|
| LIABILITY | EACH PERSON | EACH ACCIDENT |
| COMBINED BODILY INJURY AND PROPERTY DAMAGE LIABILITY | xxxxxxx | \$ 500,000 |
| BODILY INJURY LIABILITY | \$ | \$ * * * |
| PROPERTY DAMAGE LIABILITY | XXXXXXX | \$ |
| PERSONAL INJURY PROTECTION (EQUIVALENT NO-FAULT COVERAGE | OR SEE | |
| COMBINED PHYSICAL DAMAGE | . /\ | ST OF REPAIR WHICHEVER IS LESS 1 Covered Auto |
| COMPREHENSIVE | | ST OF REPAIR WHICHEVER IS LESS COvered Auto |
| COLLISION | | ST OF REPAIR WHICHEVER IS LESS Covered Auto |
| SPECIFIED PERILS | | ST OF REPAIR WHICHEVER IS LESS Covered Auto |

FIREMAN'S FUND INSURANCE COMPANIES Will 4. LL. 2
AS NAMED IN THE POLICY

PRESIDENT 10-X

CORRESPONDS TO ENDT \$6

Page 1 of 2

THE RESERVE OF THE PROPERTY OF

A. PHRASE WITH SPECIAL MEANING.

In addition to the WORDS AND PHRASES WITH SPECIAL MEANING in the policy, the following phrase has special meaning in this endorsement:

"Leased auto" means an auto leased to you for one year or more, including any substitute, replacement or extra auto needed to meet seasonal or other needs, under a leasing agreement which requires you to provide direct primary insurance for the lessor.

- B. Any leased auto designated or described in this endorsement will be considered a covered auto you own and not a covered auto you hire or borrow. For a covered auto which is a leased auto WHO IS INSURED is changed to include as an insured the lessor named in this endorsement. However, the lessor is an insured only for bodily injury or property damage resulting from the acts or omissions of:
 - 1. You
 - 2. Any of your employees or agents.
 - 3. Any person, except the lessor or any employee or agent of the lessor, operating a leased auto with the permission of any of the above.

C. LOSS PAYABLE CLAUSE

- We will pay you and the lessor named in this endorsement for loss to a leased auto, as interest may appear.
- 2. The insurance covers the interest of the lessor unless the loss results from fraudulent acts or omissions on your part.
- If we make any payment to the lessor, we will obtain his rights against any other party.

D. CANCELLATION

- If we cancel the policy, we will mail notice to the lessor in accordance with CANCELLING THIS POLICY DURING THE POLICY PERIOD.
- 2. If you cancel the policy, we will mall notice to the lessor.
- 3. Cancellation ends this agreement.
- The lessor is not liable for payment of your premiums.

COMMERCIAL COVERAGE BUSINESS AUTO POLICY GARAGE POLICY TRUCKERS' POLICY CHANGE OF AUTO ENDORSEMENT

POLICY NUMBER 2-49 MXC 550 46 56

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NAMED ANGELES CHEMICAL CO., INC & STALLION TANK LINES

FIREMAN'S FUND INSURANCE COMPANIES
MAILING ADDRESS: SAN FRANCISCO CALIFORNIA
COVERAGE IS PROVIDED IN THE FOLLOWING COMPANY.
A STOCK COMPANY:

A TRUE TO A MARINE TO THE

01 FIREMAN'S FUND INS.

GROUP NUMBER:
ENDORSEMENT
EFFECTIVE DATE: 8-9-85
SEQUENTIAL
ENDORSEMENT NO. 7

IN THE AUTO DECLARATIONS, THE ECHEDULE OF COVERED AUTOS YOU OWN IS AMENDED AS FOLLOWS:
THE FOLLOWING AUTOS ARE HEREBY ADDED, LIMITS OF LIABILITY STATED ON PAGE ONE OF THE AUTO DECLARATIONS AND IN ANY ENDORSEMENT FORMING A PART OF THE AUTO POLICY APPLIES TO THE COVERAGES INDICATED BY "X", STATED AMOUNT LIMITS APILY ONLY WHERE STATED BELOW.

| AUTOMODEL | TRADE | NAME, MODEL | , BODY TYPE, | >> ### | ENTS | CTION | NAGE URED | SED SISTS | COMPRE | HENSIVE | | CIFIED | LLISION V LESS CCTIBLE | COM PHY DA | BINED SICAL MAGE | ING |
|---------------------------------------|-----------|--------------|---------------------------------|--|---------------------------------|------------|------------------------------------|------------------------------|-----------------|--------------------------|----------------|--------------------|------------------------------|------------------|--|--------|
| NO. YEAR | | GARAGE LOCA | | SODILY INJURY PROPERTY DAMAGE | MED:CAL PAYMENTS PERSONAL | PROTECTION | COVERAGE UNINSURED MOTORISTS | UNDER INSURED MOTORIST | ACV OR \$ | CESS OCCUCTIONS \$ | ACV OR 5 | OCOUGENSEZ ECUS | COLLI | ACV OR \$ | DEDUCTIONS | TOWING |
| | | | | | | | | | | | | | | | | |
| THE FOLLOWI | NG AUTO | S ARE HEREBY | DELETED FOR A | LL COVE | RAGES | AND | LIMITS | OF I | IABILIT | Υ, | | 1 | - | | | _ |
| | | AUTOS DELET | ED: | | | | | | | | | | | | | |
| NO. LOSS PA | AYEES: EX | CEPT FOR TOV | ING ALL PHYSIC APPEAR AT THE | AL DAM | AGE (L LOSS | 086) | S PAY | BLE | TO YOU | AND TH | E LOSS | PAYEE | NAMED | BELOW | V2 | |
| | | | INSURED PE | PREMIU | | 200 | | | | CHED. | VE DAT | E OF EN | DORSEN | 4ENT | PAYABL AT AUG | |
| | | COUNT | ERSIGNATURE O | FAUTHO | RIZEO | AGEN | | | 111 | | T | | | AYE | | |
| | | | | | A | GENC | · · | _ | - | | | 8-29- | 85 TD | | | _ |
| | | | MAX | (BEHM | | | | | | | | | | | | |
| | | AUTO # | AUTO # | cov | ERAGE | | - | | UMS AL | | | | PREMIU | | | |
| P/R FACTOR TERRITORY GARAGE LOC | ATION | | | COM BL A | BINED | | NNUAL. | \$ | JDITIONA | \$ | URN | ANNUA | ADD | (TIÓHÁI. | ************************************** | |
| CLASS CORF | MBOL | | | UM PIP MINE | | | | + | | | | 1 | | | | |
| AGE GROUP | | | | COM SPEC PERI | CIFIED | | | | | | | | | | | - |
| | | | | War | | | | | | 1 | | | | | | |

140586---11-82

| ADI | OITIO | NAL INSURED LI (CA 20 01 12 80) | ESSOR |
|--|--------|------------------------------------|--|
| NSUREO | | | POLICY NUMBER |
| RODUCER | | | EFFECTIVE DATE |
| INSURANCE | COMP | ANY | POLICY NUMBER |
| FIREMAN'S FUND INS. | | | MXC 550 46 56 |
| EFFECTIVE DATE | | | 1-1-86 8 |
| ANGELES CHEMICAL CO., INC. 6 S P.O. BOX 2161 SANTA FE SPRINGS, CA 90670 DICK BROWNING LEASING | | TONAL INSURED (LESS | |
| 1985 OLDSMOBILE 13434 | i e | OR DESCRIPTION OF LE | |
| | Se COV | | try is shown by "X" in the applicable box. |
| COVERAGES | | | LIMITS OF LIABILITY EACH ACCIDENT |
| LIABILITY COMBINED BODILY INJURY AND PROPERTY DAMAGE LIABILITY |) | EACH PERSON XXXXXXXX | \$ 500,000- |
| BOOILY INJURY LIABILITY | *) | \$ | \$ " |
| PROPERTY DAMAGE LIABILITY | | xxxxxxxx | \$ |
| PERSONAL INJURY PROTECTION EQUIVALENT NO-FAULT COVER | AGE) | \$ | 50 |
| COMBINED PHYSICAL DAMAGE | М | NUS: \$ For | R COST OF REPAIR WHICHEVER IS LESS |
| X COMPREHENSIVE | МІ | NUS: \$ 100 . For | R COST OF REPAIR WHICHEVER IS LES |
| | МІ | NUS: \$250. For | R COST OF REPAIR WHICHEVER IS LES |
| COLLISION | | | R COST OF REPAIR WHICHEVER IS LES |
| SPECIFIED PERILS | 1 | / | Each Covered Auto |
| | 1 | NUS: \$ For | |

A. PHRASE WITH SPECIAL MEANING

In addition to the WORDS AND PHRASES WITH SPECIAL MEANING in the policy, the following phrase has special meaning in this endorsement:

"Leased auto" means an auto leased to you for one year or more, including any substitute, replacement or extra auto needed to meet seasonal or other needs, under a leasing agreement which requires you to provide direct primary insurance for the lessor.

- B. Any leased auto designated or described in this endorsement will be considered a covered auto you own and not a covered auto you hire or borrow. For a covered auto which is a leased auto WHO IS INSURED is changed to include as an insured the lessor named in this endorsement. However, the lessor is an insured only for bodily injury or property damage resulting from the acts or omissions of:
 - 1. You

- 2. Any of your employees or agents.
- 3. Any person, except the lessor or any employee or agent of the lessor, operating a leased auto with the permission of any of the above.

C. LOSS PAYABLE CLAUSE

- We will pay you and the lessor named in this endorsement for loss to a leased auto, as interest may appear.
- 2. The insurance covers the interest of the lessor unless the loss results from fraudulent acts or omissions on your part.
- If we make any payment to the lessor, we will obtain his rights against any other party.

D. CANCELLATION

- If we cancel the policy, we will mail notice to the lessor in accordance with CANCELLING THIS POLICY DURING THE POLICY PERIOD.
- 2. If you cancel the policy, we will mail notice to the lessor.
- Cancellation ends this agreement.
- E. The lessor is not liable for payment of your premiums.

COMMERCIAL COVERAGE BUSINESS AUTO POLICY GARAGE POLICY TRUCKERS' POLICY CHANGE OF AUTO ENDORSEMENT

POLICY 2-49 MXC 550 46 56

NAMED ANGELES CHEMICAL CO., INC., ETAL

FIREMAN'S FUND INSURANCE COMPANIES
MAILING ADDRESS: SAN FRANCISCO CALIFORNIA
COVERAGE IS: PROVIDED IN THE FOLLOWING COMPANY.
A STOCK COMPANY.

OL FIREMAN'S FUND

GROUP NUMBER

ENDORSEMENT 10-25-85

SEQUENTIAL 8

IN THE AUTO DECLARATIONS, THE SCHEDULE OF COVERED AUTOS YOU OWN IS AMENDED AS FOLLOWS:

"THE FOLLOWING AUTOS ARE HEREBY ADDED, LIMITS OF LIABILITY STATED ON PAGE ONE OF THE AUTO DECLARATIONS AND IN ANY ENDORSEMENT FORMING A PART OF THE AUTO POLICY APPLIES TO THE COVERAGES INDICATED BY "X", STATED AMOUNT LIMITS APPLY ONLY WHERE STATED BELOW.

| AUTO | MODEL | TRADE NAME, MODEL, BODY TYPE, SIZE TYPE, 1D NUMBER, | | | Y L | AAL NATS | CTION | ACT ACT | URED | ED | COMPREHENSIVE | | SPE | CIFIED RILS | S:ON TIBLE | PHY DAI | BINED SICAL MAGE | NG NG |
|------|--------------------------|--|--------------|---------------------------------|--|---------------------|---------------------------------|------------------------------|-----------|-------|-----------------|------------------|-----------------|----------------|--|-----------------|------------------------|----------|
| NO. | YEAH | 5 | GARAGE LOCA | | BODILY INJURY PROPERTY DAMAGE | MEDICAL PAYMENTS | PERSCNAL NJURY PROTECTION | MISC NO FAULT COVERAGE | UNINSURED | UNDER | ACV OR \$ | DEGINETE THE PER | AGV OR \$ | DEOUCTION | COLLISION ACY LESS DEDUCTIBLE S | ACV OR \$ | D-COUCTURES C-C-99 | TOWING |
| | | | | | | | ٠, | | | | | | | | | | | |
| THE | FOLLO | WING AUTO | S ARE HEREBY | DELETED FOR A | LL COVE | RAGE | S AN | 1D LI | MITS | OF L | (ABILIT | Y: | | | | | L | |
| 8 | 69 | | AUTOS DELET | ED: | X | | | | | | | 100. | | | 250. | | | |
| NO. | | - CHANGES | TERESTS MAY | ING ALL PHYSIC APPEAR AT THE | TIME OF | LOSS | | | | | | | | | | | 12 | |
| \$ | ADDIT | TIONAL PRE | | RETURN | PREMIL | | RAT | Ē | * | AYA | ILE ON | EFFECTI | VE DAT | re of en | DORSE | MENT | PAYAB AT AUG | LE |
| | | | COUNTE | RSIGNATURE O | F AUTHO | RIZE | D AG | ENT | L | | - | | | - Contract | 117- | ATE -86 K | NK | |
| | | MA | X BEHM & A | SSOCIATES | | | AGE | NCY | | | - | - | | | | | | |
| | | | AUTO # g | AUTO # | COV | /ERAC | 3E | -0.2 | F | PEMI | UMS A | UTO# | | | PREMIL | | | |
| TER | FACTO RITORY AGE L | | 082 04 | | B1 A | MBINE AND F | | | NUAL. | .S | SOITION) | % FFT | ПжИ | Z Z Z | ADE | OTTIONAL | AETUR 5 | 14 |
| COR | | /SYMBOL | 3600 | | PIP MNI | | | | | | | 14 | | | | | | 3 |
| AGE | GROU | - | | | SPE PER COL | CIFIE | 0 | | | | | | | | | 4 | | |
| | | | | 20 | | TOTA | L | | | | | | | | | = | | |

140586-11-82

COMMERCIAL COVERAGE BUSINESS AUTO POLICY GARAGE POLICY TRUCKERS' POLICY CHANGE OF AUTO ENDORSEMENT

POLICY

2-49 MXC 550 46 56

NAMED INSURED:

ANGELES CHEMICAL CO., INC., ETAL

FIREMAN'S FUND INSURANCE COMPANIES MAILING ADDRESS: SAN FRANCISCO CALIFORNIA COVERAGE IS PROVIDED IN THE FOLLOWING COMPANY, A STOCK COMPANY:

01

FIRSMAN'S FUND

GROUP NUMBER:

ENDORSEMENT EFFECTIVE DATE:

1.1/-1.9--85

建二氯苯酚 建二烷基甲基 医二烷基甲基

IN THE AUTO DECLARATIONS, THE SCHEDULE OF COVERED AUTOS YOU OWN IS AMENDED AS FOLLOWS:
THE FOLLOWING AUTOS ARE HEREBY ADDED, LIMITS OF LIABILITY STATED ON PAGE ONE OF THE AUTO DECLARATIONS AND IN ANY ENDORSEMENT
FORMING A PART OF THE AUTO POLICY APPLIES TO THE COVERAGES INDICATED BY "X", STATED AMOUNT LIMITS APPLY ONLY WHERE STATED BELOW.

| АИТО | MODEL | | E NAME, MOOEL, B | | 2 | STS. | CTION | ZCT AGE | URED | A STATE | СОМРКЕ | HENSIVE | SPEC | IFIED RILS | COLLISION ACV LESS DEOUCTIBLE S | ÇOM PHY DA | BINED SIGAL MAGE | TOWING |
|-------------|----------------------------|--------------|---|---------------------|--|------------------|----------------------------------|------------------------------|-----------|------------------|-----------------|--------------|-----------------|--------------------|--|------------------|------------------------|--------|
| NO. | YEAR | | SIZE TYPE, ID NUM GARAGE LOCATI | DN DEN, | BODILY INJURY PROPERTY DAMAGE | MEDICAL | PERSONAL INJURY PROTECTION | MISC NO FAULT COVERAGE | UNINSURED | NSURE MOTOR!! | ACV OR \$ | DEOUCTIBLE | ACV OR \$ | DEDOCTIBLE CEES | ACV | ACV OR 5 | alaceusco \$ | ₽ P |
| | | | | | | | ٠. | | | | | | | | | | | |
| THE | FOLLO | WING AUTO | S ARE HEREBY D | ELETED FOR AL | L COVE | ERAG | ES AI | ND LI | мітя | OF L | IABILIT | Yı . | | | | | . | |
| 34 35 | 84 84 | | AUTOS DELETER CUTLASS #82 CUTLASS #69 | 41 | X X | X X | | | × | | ACV ACV | 100. 100. | | | 250 250 | | | |
| AUTO NO. | LOSS | PAYEES: E: | CEPT FOR TOWIN | G ALL PHYSICA | L DAM | AGE LOS | (LOS! | 9) IS | PAYA | OLE | TO YOU | AND TH | E LOSS | PAYEE | NAMED | BELOW | A5 | |
| | ОТНЕЯ | CHANGES | | | | | 2 | | - | | | | | | | | | |
| \$ | ADDIT | TONAL PRF | 1-1 | RETURN | | | RAT | E | \$ \$ | AYAL | ILE ON | EFFECTI | VE DAT | E OF EN | DORSE | MENT | AT AU | LE |
| | | | COUNTER | SIGNATURE OF | AUTHO | RIZE | D AG | ENT | | | | | | 1 | -1.7-{ | ATE 36 KM | ĸ | 5 |
| | | MAX | BEHM & ASS | OCIATES | | | AGE | NCY | | 4 | | | | | ٠. | | | |
| | | | AUTO # O/ | AUTO # | CO | /ERA | GE | - | P | REMI | UMS AI | што # | | | PREMIL | IMS AU | TO # | |
| CAR | FACTO RITORY AGE 1 C | r OGATION | 082 04 199830 | 082 04 199830 | COI BI , MEI UM | NIBM DINA | ED PO | 14A | IVAL | 2 | AMOITIUG | S S | URN | \$ B | \$ | DITIONAL | RETUR | z |
| | F NEW/ | /SYMBOL | 12,000 3 | 12,000 | MN COI SPE PER COI | F MP CIFIE | | | | | | | | | | | | |
| | | | | | | VING | AL. | | | | | 1 | | | | | | |

140586---11-82

| - ADDI | TIONAL INSU (CA 20 01 | | SOR | | |
|--|---|-----------------------|---------------|-----------------|--------------|
| INSURED | | | POLICY NUMB | ER | |
| | | | | C 550 46 56 | |
| PRODUCER | | | EFFECTIVE DA | TE | |
| INSURANCE CO | MPANY | | | POLICY NUM | BER |
| FIREMAN'S FU | | | 2-49 | MXC 550 46 5 | |
| EFFECTIVE DATE | | -447 | | ION DATE | 4 |
| 1-1-85 | - | | 1-1-86 | | |
| STALLION P.O. BOX SANTA FE A BOULEVARI 1890 LONG LONG BEAC | SPRINGS; CA. DENTIONAL INSI DELEASING BEACH BLVD. CH, CA. 90806 DN OR DESCRIF | 90670 URED (LESSOF | | | |
| aThis endorsement provides only those | e coverages for v | | is shown by | | licable box. |
| COVERAGES | FAC | PERSON | | EACH ACGIDE | NT |
| COMBINED BODILY INJURY AND PROPERTY DAMAGE LIABILITY | / | XXXXXXX | | 500+000+ | |
| BODILY INJURY LIABILITY | \$/ | | \$ | | |
| PROPERTY DAMAGE LIABILITY | / xx | XXXXXX | \$ | | |
| PERSONAL INJURY PROTECTION EQUIVALENT NO-FAULT COVERACE | (OR SE) \$ | | | | |
| COMBINED | ACTUAL CASH | H VALUE OR C | 1 | | VER IS LESS |
| LI PHYSICAL DAMAGE | MINUS: \$ | | ch Covered | - | - |
| COMPREHENSIVE | MINUS: \$ 100 | | ch Covered | Auto | |
| ☐ COLLISION | MINUS: \$ 250 | | ch Covered | Auto | |
| SPECIFIED PERILS | MINUS: \$ | H VALUE OR C | COST OF RE | // | VEH IS LESS |
| | | | | | Ì |
| ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY | 11 0 | - | COUNTERSIGNAT | THE OF AUTHORIZ | EÖ AGENT |
| 01474-2-81 | PRESIDENT | 10-X | 163 | | P. |

A. PHRASE WITH SPECIAL MEANING

In addition to the WORDS AND PHRASES WITH SPECIAL MEANING in the policy, the following phrase has special meaning in this endorsement:

"Leased auto" means an auto leased to you for one year or more, including any substitute, replacement or extra auto needed to meet seasonal or other needs, under a leasing agreement which requires you to provide direct primary insurance for the lessor.

- B. Any leased auto designated or described in this endorsement will be considered a covered auto you own and not a covered auto you hire or borrow. For a covered auto which is a leased auto WHO IS INSURED is changed to include as an insured the lessor named in this endorsement. However, the lessor is an insured only for bodily injury or property damage resulting from the acts or omissions of:
 - 1. You
 - 2. Any of your employees or agents.
 - 3. Any person, except the lessor or any employee or agent of the lessor, operating a leased auto with the permission of any of the above.

C. LOSS PAYABLE CLAUSE

- We will pay you and the lessor named in this endorsement for loss to a leased auto, as interest may appear.
- 2. The insurance covers the interest of the lessor unless the loss results from fraudulent acts or omissions on your part.
- 3. If we make any payment to the lessor, we will obtain his rights against any other party.

D. CANCELLATION

- 1. If we cancel the policy, we will mall notice to the lessor in accordance with CANCELLING THIS POLICY DURING THE POLICY PERIOD.
- 2. If you cancel the policy, we will mail notice to the lessor.
- 3. Cancellation ends this agreement.
- E. The lessor is not liable for payment of your premiums.

CHANCE OF AUTO ENDORSEMENT

POLICY NUMBER 2-49 MXC 550 46 56

NAMED Insured: ANGELES CHEMICAL CO., INC., ETAL

FIREMAN'S FUND INSURANCE COMPANIES
MAILING ADDRESS: SAN FRANCISCO CALIFORNIA
COVERAGE IS PROVIDED IN THE FOLLOWING COMPANY,
A STOCK COMPANY:

OIL FIREMAN'S FUND

The way is the

GROUP NUMBER:
ENDORSEMENT
EFFECTIVE DATE:
SEQUENTIAL
ENDORSEMENT NO.

1/0

IN THE AUTO DECLARATIONS, THE SCHEDULE OF COVERED AUTOS YOU OWN IS AMENDED AS FOLLOWS:
THE FOLLOWING AUTOS ARE HEREBY ADDED, LIMITS OF LIABILITY STATED ON PAGE ONE OF THE AUTO DECLARATIONS AND IN ANY ENDORSEMENT
FORMING A PART OF THE AUTO POLICY APPLIES TO THE COVERAGES INDICATED BY "X", STATED AMOUNT LIMITS APPLY ONLY WHERE STATED BELOW.

| | | | | | | | | | | | | | | - | | | | |
|-------------|--------|-----------------|---------------------|-----------------------------|--|--------------------|----------------------------------|-----------------------|--------------|--------------------------|-----------------|--------------------------|-----------------|---------------------|-------------------------------------|-----------------|------------------------|-----------|
| AUTO | MODEL | TRADE | E NAME, MODEL, B | ODY TYPE, | 7 K.W | AL TS | CTION | AGE | URED USTS | ED | COMPRE | HENSIVE | SPE(| CIFIED RILS | COLLISION ACV LESS DEDUCTIBLE | PHY | BINED SICAL MAGE | O Z |
| | YEAR | • | GARAGE LOCATION | BER, DN | BOOILY INJURY PROPERTY DAMAGE | MEDICAL PAYMENT | PERSONAL INJURY PROTECTION | MISC AULT COVERAGE | MOTORIST | UNDER INSURE MOTOR | ACV OR \$ | CESS DECHICATION S | ACV OR \$ | LESS DEGUCEMENTS | COLL ACV I | ACV OR \$ | DE DUCTION. | TOWING |
| 45 | 86 | 0LDS (#6064 | CIERRA SEDA | И | x . | x | ٠. | | x | | ACV | 100. | | | 250. | | | |
| THE | FOLLO | WING AUTO | S ARE HEREBY D | FLETPO FOR A | LI COVI | ERAG | ES AI | ND LI | MITS | OF L | IABILIT | <u> </u> | | | | | | L |
| | | | AUTOS DELETER | | | | | | | | | | | | | | | |
| AUTO NO. | LOSS | PAYEES: E | CEPT FOR TOWIN | G ALL PHYSIC PEAR AT THE | AL DAM | AGE LOSS | (LOSI | 5) IS | PAYA | BLE | TO YOU | AND TH | E LOS | PAYEE | NAMED | BELOW | AS | |
| 45 | GM. | AC, P.D | . BOX 5000, | WESTMINS | STER, | CA. | 92 | 623 | - | | | | | *********** | | | | |
| X | OTHER | CHANGES | ADDING A | DDITIONAL | IMSU | REI |) PE | R F | ORI | 1 CA | 2002 | 1,2-80 | АΠ | ACHED | • | 4, | | |
| s I | | IN COM | 4 | | PHEMI | шм | | | \$ | AYAE | LE ON | EFFECTI | VE DAT | E OF EN | DORSEN | IENT | AT AUI | LK DIT |
| | | | | SIGNATURE O | FAUTHO | PIZE | D AG | ENT | | | | | | 1 | _ 1, 7-8 | ATE KN | ĸ | 1 |
| | | MAX | BEHM & ASS | OCIATES | | | AGE | NCY | | | | | | hale. | 1-thur : | | | |
| | | - | AUTO # 45 | -AUTO # | CO | VERA | GE T | - | F | REMA | UMS AL | ITO # | | | PREMIU | MS AU | 0/ | |
| DID | FACTO | R | , | | | | | | IUAL | | OITIONA | | VRN | AUNNA | L AOD | TIONAL | RETUR | И |
| YER | RITOR | | 005 04 199830 | | ME | | | 5 | | 5 | | \$ | | S | <u>\$</u> | | \$ | |
| TIN | SS COI | DE _ | . ACOLET | | PIP | | | | | | | | | | | - | | |
| cos | TNEW | SYMBOL | . 12,000 | 1 | MN | F | - | | - 5 | _ | | | | | | - | | _ |
| AGE | GROU | Р | 3. | | CO | | } | | | 4 | | | | | - | _ | | |
| | | | | | PER | CIFIE | - | | - | - | _ | - | | | - | | | - |
| | | | | | COL | | - | _ | | - | - | | | - | | - | | |
| | | | | 100 | | VING STOTA | | - | | - | | | | | - | - | | |
| _ | - | | | | 501 | · | 16. | | _ | _ | | | _ | | | | | - |

140585-11-82

ADDITIONAL INSURED — LESSOR (CA 20 01 12 80) INSURED POLICY NUMBER 2-49 MXC 550 46 56 PRODUCER POLICY NUMBER **INSURANCE COMPANY** 2-49 MXC 550 46 56 FIREMAN'S FUND EXPIRATION PATE **EFFECTIVE DATE** 1-1-85% 1-1-86 8 NAMED INSURED AND ADDRESS ANGELES CHEMICAL CO., INC. & STALLION TANK LINES, INC. P.O. BOX 2363 SANTA FE SPRINGS, CA. 90670 ADDITIONAL INSURED (LESSOR) ROLLINS LEASING CORP. 1465 SOUTH GREENWOOD AVE., MONTEBELLO, CA. 90640 DESIGNATION OR DESCRIPTION OF LEASED AUTOS AS RESPECTS ALL VEHICLES & EQUIPMENT LEASED ON OR RENTED FROM ADDITIONAL.

This endorsement provides only those coverages for which an entry is shown by "X" in the applicable box.

INSURED.

| COVERAGES | LIMITS OF LIABILITY | | | | | | | |
|---|---|---|--|--|--|--|--|--|
| LIABILITY | EACH PERSON | EACHLACCIDENT | | | | | | |
| COMBINED BODILY INJURY AND PROPERTY DAMAGE LIABILITY | xxxxxxxx | 500,000. | | | | | | |
| BODILY INJURY LIABILITY | \$ | \$ | | | | | | |
| PROPERTY DAMAGE LIABILITY | xxxxxxxx | \$ | | | | | | |
| PERSONAL INJURY PROTECTION (C EQUIVALENT NO-FAULT COVERAGE | | | | | | | | |
| COMBINED PHYSICAL DAMAGE | | OST OF REPAIR WHICHEVER IS LESS; th Covered Auto | | | | | | |
| X COMPREHENSIVE | | OST OF REPAIR WHICHEVER IS LESS; th Covered Auto | | | | | | |
| X COLLISION | ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS: MINUS: \$ 250. For Each Covered Auto | | | | | | | |
| SPECIFIED PERILS | | OST OF REPAIR WHICHEVER IS LESS; th Covered Auto | | | | | | |

ONE OF THE
FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY
PRESIDENT 10:X

PRESIDENT 10:X

Page 1 of 2

A. PHRASE WITH SPECIAL MEANING.

In addition to the WORDS AND PHRASES WITH SPECIAL MEANING in the policy, the following phrase has special meaning in this endorsement:

"Leased auto" means an auto leased to you for one year or more, including any substitute, replacement or extra auto needed to meet seasonal or other needs, under a leasing agreement which requires you to provide direct primary insurance for the lessor.

- B. Any leased auto designated or described in this endorsement will be considered a covered auto you own and not a covered auto you hire or borrow. For a covered auto which is a leased auto WHO IS INSURED is changed to include as an insured the lessor named in this endorsement. However, the lessor is an insured only for bodity injury or property damage resulting from the acts or omissions of:
 - You
 - 2. Any of your employees or agents.
 - 3. Any person, except the lessor or any employee or agent of the lessor, operating a leased auto with the permission of any of the above.

C. LOSS PAYABLE CLAUSE

- We will pay you and the lessor named in this endorsement for loss to a leased auto, as interest may
 appear.
- 2. The insurance covers the interest of the lessor unless the loss results from fraudulent acts or omissions on your part.
- 3. If we make any payment to the lessor, we will obtain his rights against any other party.

D. CANCELLATION

- If we cancel the policy, we will mail notice to the lessor in accordance with CANCELLING THIS POLICY DURING THE POLICY PERIOD.
- If you cancel the policy, we will mail notice to the lessor.
- 3. Cancellation ends this agreement.
- E. The lessor is not liable for payment of your premiums.

PAEV. POLICY NOS. 2:49 MXC 05504456 Coverage for policies other than W@RKERS'
COMPENSATION is provided in the following company
FIREMAN'S FUND
INSURANCE COMPANY
NOVATO, CA 94998
A STOCK INSURANCE CO. (01)



GENERAL DECLARATIONS

"SUBJECT TO AUDIT"

COMMERCIAL GROUP NO. 161/

Named Insured and Mailing Address

AMGELES CHEMICAL CO., INC. & STALLION TANK LINES, INC.

P.O. BOX 2163

(A.) (A.) (A.)

ALW #OB

SANTA FE SPRINGS

CA 90670

Producer Name and Address

MAX BEHM & ASSOCIATES, INC

The Named Insured is a(n) CORPORATION

Business or Operations of the Named Insured: INDUSTRIAL CHEMICALS-SALES

The insurance provided by this policy consists of the following coverage form(s). The premium may be subject to adjustment. In return for payment of the premium and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

GENERAL LIABILITY COVERAGES AUTOMOBILE INSURANCE COVERAGES

| EMIUM SUMMARY: | 200 | | |
|-------------------------|-------------------|---|--|
| stimated Annual Premium | \$8B,819.00 | • | |
| remium Due at Inception | 688,819,00 | | |

DECLARATIONS CONTINUED ON PAGE 2

INSURED'S COPY

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Named Insured

ANGELES CHEMICAL CO. INC.

GENERAL DECLARATIONS continued



| FORMS | ATTACH | ED AT . | INCEPTION | | | |
|-------|--------|---------|-----------|---|--------|----------|
| | GL0002 | 01-73 | | | GL0019 | 07-78 |
| | GL0032 | 04-84 | * | | 105161 | 09-83 |
| | CA0143 | 10-84 | | h | CA2154 | 07-84 |
| | CA9910 | 12~80 | | | CA9919 | 01-78 |
| | 100904 | 11-82 | | | 101609 | 11-82 RE |
| | 140583 | 11-81 | REV | | IL0018 | 10~84 |
| | 140501 | 06-84 | | | CA2001 | 12-80 |
| | GL2133 | 02~85 | | | 105244 | 08~80REV |
| | 141376 | 06-85 | | * | | |
| | | | | | | |

Countersignature: Producer: MAX BEHM & ASSOCIATES, INC

Date: 01-14-86

END OF GENERAL DECLARATIONS

☐ INSURED'S COPY

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- TOTANTITTY ONWEDANCE

FORM 140583-11-81 REV

INSURED'S COPY

NAMED INSURED

ANGELES CHEMICAL CO. INC.



BUSINESS AUTO POLICY DECLARATIONS

INSURANCE IS PROVIDED ONLY FOR THOSE COVERAGES, LIMITS OF LIABILITY AND ENDORSEMENTS SHOWN BELOW.

ITEM TWO SCHEDULE OF COVERAGES AND COVERED AUTOS
(SEE SUPPLEMENTARY STATE ENDORSEMENTS WHERE APPLICABLE)

| CIMPICITY COVERNMEN | |
|--|--|
| COMBINED BODILY INJURY AND PROPERTY DAMAGE LIABILITY INSURA | NCE \$ 500,000 EACH ACCIDENT, |
| AUTO MEDICAL PAYMENTS INSURANCE | \$ 5,000 EACH PERSON |
| UNINSURED MOTORISTS INSURANCE STATE(S): CALIFORNIA | \$ 60,000 EACH ACCIDENT |
| COVERAGES | SYMBOLS - COVERED AUTO DESCRIPTION (SEE PART 1, PARAGRAPH K) |
| LIABILITY INSURANCE | 7. SPECIFICALLY DESCRIBED AUTOS 8. HIRED AUTOS ONLY 9. NONOWNED AUTOS ONLY |
| AUTO MEDICAL PAYMENTS | 3. OWNED PRIVATE PASSENGER AUTOS ONLY |
| | 3. OWNED PRIVATE PASSENGER AUTOS ONLY |
| HYSICAL DAMAGE INSURANCE AT ACTUAL ESS, MINUS DEDUCTIBLE SHOWN BELOW LE OF COVERED AUTDS YOU OWN: HYSICAL DAMAGE COVERAGES DEDUCTIBLES | CASH VALUE OR COST OF REPAIR. WHICHEVER IS UNLESS OTHERWISE SHOWN IN ITEM FOUR, SCHED-SYMBOLS - COVERED AUTOS DESCRIPTION (SEE PART 1 PARAGRAPH K) |
| COMPREHENSIVE \$ 500* * APPLIES TO ALL LOSS EXCEPT | |
| COLLISION \$ 500 | 2. OWNED AUTOS ONLY |
| | AUTOS (SEE PART 1, PARAGRAPH K) |
| HESE DECLARATIONS ARE ISSUED IN CO | DNJUNCTION WITH AND ARE PART OF POLICY |

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DECLARATIONS CONTINUED ON PAGE

NAMED INSURED

ANGELES CHEMICAL CO. INC.



ITEM FOUR - SCHEDULE OF COVERED AUTOS YOU OWN. SEE SEPARATE SCHEDULE ATTACHED.

LOSS PAYEES: EXCEPT FOR TOWING, ALL PHYSICAL DAMAGE LOSS IS PAYABLE TO YOU AND THE LOSS PAYEE NAMED BELOW AS INTEREST MAY APPEAR AT TIME OF THE LOSS

NAME AND ADDRESS OF LOSS PAYEE

GMAC

P.O. BOX 5000

WESTMINSTER

CA 92684

AS RESPECTS AUTO NO. 0043 0044

BANK OF AMERICA

1840 LONG BEACH BLVD.

LONG BEACH

CA 90806

AS RESPECTS AUTO NO. 0036 0039

ENDORSEMENTS. ONLY THOSE ENDORSEMENTS SHOWN BELOW APPLY

MEXICO ENDORSEMENT (101609-11-82 REV)

DRIVE OTHER CAR COVERAGE BROADENED COVERAGE FOR NAMED INDIVIDUALS (CA 99 10 12 80)

THE INSURANCE AFFORDED BECAUSE OF THE NAMING BELDW OF ANY INDIVIDUAL IS ONLY WITH RESPECT TO THE COVERAGES SHOWN BELOW:
COVERAGES: LIABILITY AUTO MEDICAL PAYMENTS

UNINSURED MOTORIST

NAME OF INDIVIDUAL: JOHN & JANYCE LOCKE III JAMES W. LOCKE JOHN G. LOCKE III

LOSS PAYABLE CLAUSE (CA 99 19 01 78)

SUPPLEMENTARY STATE ENDORSEMENTS

CALIFORNIA

AMENDMENT OF PART IV - LIABILITY INSURANCE - CALIFORNIA (BUSINESS AUTO POLICY AND TRUCKERS POLICY) (100904-11-82)

UNINSURED MOTORISTS INSURANCE - BODILY INJURY - CALIFORNIA (CA 21 54 07 84)

CHANGES IN POLICY - CALIFORNIA (CA 01 43 10 84)

DECLARATIONS CONTINUED ON PAGE 3

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NAMED INSURED ANGELES CHEMICAL CO. INC.



ENDORSEMENTS - OTHER AUTOMOBILE COVERAGE

001 ADDITIONAL INSURED - LESSOR (CA 20 01 12 80)

COMPLETED PER FORM ATTACHED

END OF BUSINESS AUTO POLICY DECLARATIONS

☐ INSURED'S COPY



Named Insured
ANGELES CHEMICAL CO. INC.

Rating Period 01-01-86 to 01-01-87

SCHEDULE OF COVERED AUTOS YOU OWN

THE INSURANCE AFFORDED HEREUNDER IS ONLY WITH RESPECT TO SUCH AND SO MANY OF THE FOLLOWING COVERAGES FOR EACH AUTO NO. AS ARE INDICATED BY 'X'. THE LIMIT OF THE COMPANY'S LIABILITY AGAINST BODILY INJURY AND PROPERTY DAMAGE LIABILITY (LIAB), MEDICAL PAYMENTS (MED), UNINSURED MOTORISTS (UM), UNDERINSURED MOTORISTS (UIM), PERSONAL INJURY PROTECTION (PIP), PROPERTY PROTECTION INSURANCE (PPI), AND TOWING (TOW) COVERAGES SHALL BE AS STATED ON THE DECLARATIONS PAGE SUBJECT TO ALL THE TERMS OF THE POLICY HAVING REFERENCE THERETO. THE LIMIT OF THE COMPANY'S LIABILITY AGAINST COMPREHENSIVE (COMP), FIRE (F), THEFT (T), SPECIFIED PERILS (SP), LIMITED SPECIFIED PERILS (LSP) AND COLLISION (COLL) COVERAGES SHALL BE AS STATED HEREIN SUBJECT TO ALL THE TERMS OF THE POLICY HAVING REFERENCE THERETO. AS USED HEREIN 'ACV' MEANS ACTUAL CASH VALUE, 'DED' MEANS DEDUCTIBLE AND 'OTC' MEANS AUTOMOBILE PHYSICAL DAMAGE OTHER THAN COLLISION. THE COLLISION LIMIT OF LIABILITY IS ACTUAL CASH VALUE LESS THE DEDUCTIBLE AMOUNT SHOWN.

| AUTO | ΥF | R VEHICLE DESCRIPTION | AND | VEHI | CLE | \mathfrak{p} | NO. | orc | OTC | ÜΤα | | co | |
|--------------|----|-----------------------|-----|-------|------|----------------|-----|------|---|-----|-----|----|--|
| NQ. | | GARAGE LOCATION | | | | | | COV | LIMIT | DE |) | DE | |
| 0009 | 73 | FORD UT9000 TRACTOR | 4 | 0835 | | | | COMP | ACV | 8 | 500 | | 500 |
| | | SANTA FE SPRINGS | CA | 90470 | | | | | | | | | |
| ∠0010 | 71 | FORD TRACTOR | | 2400 | | | | COMP | ACY | * | 500 | \$ | 500 |
| | | SANTA FE SPRINGS | CA | 90670 | | | | | | | | | |
| 0011 | 71 | FORD TRACTOR | | 0794 | - | | | COMP | ACV | \$ | 500 | \$ | 500 |
| | | SANTA FE SPRINGS | CA | 90670 | | | | | | | | | |
| VOD 13 | 59 | FRUEHAUF TRAILER | | 3374 | | | | COMP | ACV | \$ | 500 | | 500 |
| · | | SANTA FE SPRINGS | CA | 90670 | | | | | | | | | |
| ₩0015 | 59 | FRUEHAUF TRAILER | | 4421 | | | | COMP | ACV | | 500 | | 500 |
| A Care | | SANTA FE SPRINGS | CA | 90670 | | | | | | | | | |
| V0016 | 58 | FRUEHAUF TRAILER | | 4996 | | | | COMP | ACV | \$ | 500 | \$ | 500 |
| | | SANTA FE SPRINGS | CA | 90670 | | | | | | | | | |
| 10018 | 75 | CLARK FORKLIFT | | 2650 | | | | COMP | ACY | | 500 | * | 500 |
| - | | SANTA FE SPRINGS | CAL | 90670 | _ | (LP | 1- | | | | | - | - |
| V0020 | 80 | OLDS | | 6864 | Jell | AF C | Uφ | COMP | ACY . | | 500 | | 500 |
| - | | SANTA FE SPRINGS | CA | 90670 | | | | | *************************************** | | | - | and the same of th |
| 9024 | 80 | FORD CL900 TRACTOR | | 5478 | | | | COMP | ACY . | | 500 | | 500 |
| / | | SANTA FE SPRINGS | CA | 90670 | | | | - | | | | | |

| AUTO | COVERAC | SES AFFOR | DED CIN | DICATED | BY 'X' | IN COVER | AGE COLUM | CM | |
|------|--------------|-----------|---------|---------|--------|----------|-----------|------|-----|
| NO. | LIAB | MED | UM | MIN | PIP | PPI | OTC | COLL | TOW |
| 0009 | - | 4 | | | | | × | X | |
| 0010 | | | | | | | X | X | |
| 0011 | | 1 | | | | | × | х | |
| 0043 | | | | | | | X | X | |
| 0015 | | | | | | | X | × | |
| 0016 | | | | | | | X | × | |
| 0018 | | | | | | | × | × | |
| 0020 | X | X | × | | | | X | × | |
| 0024 | | | | | | | X | × | |

Amunded Auto term schedules continued on page 2 for year. # 20, 25 33, 43, 44 & 45 Sea #001

INSURED'S COPY

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FIREMAN'S
FUND
INBURANCE
COMPANIES
MAIL ADDRESS
SAN FRANCISCO
COLLEGORMA

Named Insured

ANGELES CHEMICAL CO. INC.

Rating Period 01-01-86 to 01-01-87



SCHEDULE OF COVERED AUTOS YOU OWN

| AUTO NO. | ΥI | | E DESCRIPTION LOCATION | M AND | AEHI | CLE ID | NO. | OTC | OTC LIMIT | OT: DEI | | CO DE | | |
|--|----|--|---------------------------|-------|--------|----------|------------|--------|--------------|------------|------|----------|-----|---|
| | | | COCMITON | | 4444 | | | | | | | _ | | |
| ≥0025 | 81 | ATOYOTA | CELICA FE SPRINGS | CA | 1629 | | | COMP | ACA | 2 | 500 | ÷ | 500 | |
| ย์กวด | 82 | | RANSLINER TA | | 4820 | | | COMP | ACV | • | 500 | | 500 | |
| Muza | 02 | | FE SPRINGS | | 90670 | | | COMPE | ACT | 7 | 300 | 7 | 300 | |
| V0030 | 82 | | RANSLINER TA | | 4830 | | | COMP | ACV | 2 | 500 | 8 | 500 | |
| 4000 | - | | FE SPRINGS | | 90670 | | | | | 4 | 400 | • | | |
| 0031 | 82 | OLDS CIT | TLASS SUPREM | E | 5197 | | | COMP | ACV | ŝ | 500 | ŝ | 500 | |
| | - | SANTA | FE SPRINGS | CÁ | | | | | | - | | _ | | |
| 0033 | 84 | JAGUAR | XJS COUPE | | 3003 | * | | COMP | ACV | 8 | 500 | \$ | 500 | |
| | | | FE SPRINGS | CA | | | | | | | | | | - |
| 8036 | | Control of the last of the las | EGAL | | 2337- | | | COMP | ACV | \$ | 500 | 8 | 500 | , |
| The same of the sa | | | GTON BEACH | CA | | Seast | 105 | | | | | | | |
| 0037 | 78 | PONTIAC | FIREBIRD | | 9825 | | | COMP | ACV | \$ | 500 | \$ | 500 | |
| | | -COVINA | | | 90670 | | LLIG | ile #0 | 13 | | | | |) |
| | | | MARO | | 0712 | | unu y | COMP | ACY | 8 | _500 | \$_ | 500 | |
| | | -GOVINA | | CA | 90670 | | Z. Lorenzo | | | | | | | |
| 0039 | 84 | TOYOTA | CRESSIDA | | 3332 | Don't S | 204 | COMP | ACV | \$ | 500 | \$ | 500 |) |
| 1 | | | FE SPRINGS | CA | 90670 | | | | | | | | | |
| | | OLDS CU | | | 3434 | Sha-tt-(| XO2. 1 | COMP | ACV | | 500 | \$ | 500 |) |
| | | -BANTA | FE_SERINGS_ | CA | 90670 | July 9 | eleted | - | | | | - | - | / |
| 0041 | 53 | UTILITY | TANKER TRAIL | LER | 3237 | | | COMP | ACV | | 500 | \$ | 500 | |
| | | SANTA I | FE SPRINGS | CA | 90870 | | | | | | | | | |
| ₩0042 | 83 | INT'L T | RACTOR | | 2554 | | | COMP | VCA | 8 | 500 | \$ | 500 | |
| | | SANTA I | FE SPRINGS | CA | 90670 | | | | | | | | | |
| √0043 | 85 | CHRYSLE | R NEW YORKER | | 8104 | | | COMP | ACV | * | 500 | \$ | 500 | |
| | | | | | 90670 | | | | | | | | | |
| AUTO | | | AGES AFFORDED | | | | TN C | TUERAG | E COLUMN | J) | | | | |
| NO. | | LIAB | MED | UM | UIM | | | PI | OTC | CO | Ť | | WOT | |
| 0025 | | X | X | X | m test | * 11 | • | • | X | | < | | , | |
| 0029 | | ^ | | • | | | | | × | | ί. | | | |
| 0030 | | | | | | | | | × | | K | | | |
| 0031 | | × | X | X | | | | | X | | · · | | | |
| 0033 | | â | x | X | | | | | × | | | | | |
| 0036 | | × | × | X | | | | | × | | Ċ | | | |
| 0037 | | × | X | X | | | | | X | | Č | | | |
| 0038 | | x | x | x | | | | | X | | < | | | |
| 0039 | | × | X | X | | | | | × | | ζ. | | | |
| 0040 | | â | x | X | | | | | × | | ί. | | | |
| 0041 | | | - | | | | | | X | | ×. | | | |
| 0042 | | | | | | | | | × | | < | | | |
| 0043 | | × | X | X | | _ | | | x | , | Κ | | | |
| | | | | | | - | | | | | | | | |

SCHEDULES CONTINUED ON PAGE



Named Insured ANGELES CHEMICAL CO. INC.

Rating Period 01-01-86 to 01-01-87



SCHEDULE OF COVERED AUTOS YOU OWN

| AUTO YR VEHICLE DESCRIPTION NO. GARAGE LOCATION | AND | VEHICLE ID NO. | COV | OTC LIMIT | OT O | | COI DE | | |
|---|-----|----------------------|------|--------------|------|-----|-----------|-----|---|
| 9044 85 OLDS CUTLASS SEDAN SANTA FE SPRINGS | CA | 2493 90670 | COMP | ACY | 3 | 500 | ± | 500 | - |
| SANTA FE SPRINGS | | 6064 90670 | COMP | ACV | \$ | 500 | \$ | 500 | |
| 0046 Sea #001 | | | | | | | | | |

50 Sent #009
51
53- deleted Deartols
053- deleted Deartols
0054
0056 Deartol4 005 0057 0053

005A

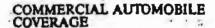
| AUTO | COVERAGES | AFFORDED | CIN | DICATED | PΥ | /X/ | ИI | COVERAGE | COLLUMN | 15 | |
|------|-----------|----------|-----|---------|----|-----|----|----------|---------|------|-----|
| NO. | LIAB | WED | UM | UIM | F | PIP | | PPI | OTC | COLL | TOW |
| 0044 | X | × | X | | | | | | X | × | |
| 0045 | X | X | X | | | | | | X | × | |

END OF SCHEDULE OF AUTOS YOU OWN

☐ INSURED'S COPY







BUSINESS AUTO POLICY

und engler den gebruik in date. Vitagen in gesende in die uit

POLICY COVERAGE

These self-contained policy provisions, together with other applicable terms, conditions, exclusions, coverage parts and endorsements of this policy which are a part of this policy by designation in the Declarations, complete the Auto coverage provided by this policy. The premium is included in the Declarations of this Policy.

BUSINESS AUTO POLICY

In return for payment of the premium and subject to all the terms of this policy and the coverages and endotsements which are a part of this policy by designation in the Declarations, we agree with you as follows:

PART I - WORDS AND PHRASES WITH SPECIAL MEANING - READ THEM CAREFULLY

The following words and phrases have special meaning throughout the policy and appear, other than in the Declarations, in boldface type when used.

- A. "You" and "your" mean the person or organization shown as the named insured in ITEM ONE of the Declara-
- B. "We", "as" and "our" mean the company providing the insurance.
- C. "Accident" includes continuous or repeated exposure to the same conditions resulting in bodily injury or property damage the lasured neither expected nor intended.
- D. "Auto" means a land motes vehicle, trailer or semitrailer designed for travel on public roads but does not include mobile equipment.
- E. "Bodily injury" means bodily injury, sickness or disease resulting from any of these.
- F. "Insured" means any person or organization qualifying as an insured in the WHO IS INSURED section of the applicable insurance. Except with respect to our limit of liability, the insurance afforded applies separately to each insured who is seeking coverage or against whom a claim is made or sult is brought.
- G. "Loss" means direct and accidental damage or loss.
- H. "Mobile equipment" means any of the following type of land vehicles:
- Specialized equipment such as: Buildozers; Power shovels; Rollers, graders or scrapers; Farm machinery; Cranes; Street sweepers or other cleaners; Diggers; Fork-lifts; Pumps; Generators; Air Compressors; Drills; Other similar equipment.
- 2. Vehicles designed for use principally off public roads.
- Vehicles maintained solely to provide mobility for such specialized equipment when permanantly attached.
- 4. Vehicles not required to be licensed.
- 5. Autee maintained for use solely on your premises or that

part of the roads or other accesses that adjoin your premises.

- "Property damage" means damage to or loss of use of tangible property.
- J. "Traffer" includes semitrailer.
- K. Description of Covered Auto Designation Symbols" when shown in Item Two of the Declarations means;

SYMBOL DESCRIPTION

- 1 = ANY AUTO.
- 2 OWNED AUTOS ONLY.* Only those autos you own (and for liability coverage any trailers you don't own while attached to power units you own). This includes those autos whose ownership you acquire after the policy begins.
- 3 OWNED PRIVATE PASSENGER AUTOS ONLY.* Only the private passenger autos you own. This includes those private passenger autos whose ownership you acquire after the policy begins.
- 4 OWNED AUTOS OTHER THAN PRIVATE PASSENGER AUTOS.* Only those autos you own which are not of the private passenger type (and for liability coverage any trailers you don't own while attached to power units you own). This includes those autos, not of the private passenger type, whose ownership you acquire after the policy begins.
- OWNED AUTOS SUBJECT TO NO-FAULT.°
 Only those sates you own which are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those sates whose ownership you acquire after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.
- OWNED AUTOS SUBJECT TO A COMPUL-SORY UNINSURED MOTORISTS LAW.*

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES A MARES IN THE POLICY

SEPTIME HOLD

This Form must be estuched to Change Ende

ee 1201

PRETIDENT

STOCK NO. 146E3-11-31 (REV.)

10-250

PAGE ONE OF EIGHT

SYMBOL

DESCRIPTION

Only those autos you own which, because of the law in the state where they are licensed or principally garaged, are required to have and cannot reject uninsured motorists insurance. This includes those autos whose ownership you acquire after the policy begins provided they are subject to the same state uninsured motorists requirement.

- 7 = SPECIFICALLY DESCRIBED AUTOS. Only those autos described in ITEM FOUR (and for liability coverage any trailers you don't own while attached to any power unit described in ITEM FOUR).
- # HIRED AUTOS ONLY. Only those autes you lease, hire, rent or borrow. This does not include any nate you lease, hire, rent or borrow.

SYMBOL

DESCRIPTION

from any of your employees or members of their households.

- NONOWNED AUTOS ONLY. Only those unto you do not own, lease, hire or borrow which are used in connection with your business. This includes autos owned by your employees or members of their households but only while used in your business or your personal affairs.
- 10 Any other AUTOS. Only those specifically described in the covered auto description in ITEM TWO of the Declarations.
- *Owned Autos include an auto leased to you under a leasing agreement of one year or more, including any substitute or replacement, for which the leasing agreement requires you to provide primary insurance for the lessor.

PART II - WHICH AUTOS ARE COVERED AUTOS

A. ITEM TWO in the Declarations shows the symbols of the autos that are covered autos for each of your coverages. The numerical symbols explained in PART I.K. describe which autos are covered autos. The symbols entered next to a coverage designate the only autos that are covered autos.

B. OWNED AUTOS YOU ACQUIRE AFTER THE POLICY BEGINS.

- If symbols "1", "2", "3", "4", "5" or "6" are entered next to a coverage in ITEM TWO, then you already have coverage for autos of the type described until the policy ends.
- But, if symbol "7" is entered next to a coverage in iTEM TWO, an auto you acquire will be a covered auto for that coverage only if:

- we already insure all autos that you own for that coverage or it replaces an auto you previously owned that had that coverage; and
- b. You tell us within 30 days after you acquire it that you want us to insure it for that coverage.
- C. CERTAIN TRAILERS AND MOBILE EQUIPMENT.

If the policy provides liability insurance, the following types of vehicles are covered autos for liability insurance:

- Trailers with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
- Mobile equipment while being carried or towed by a covered auto.

PART III - WHERE AND WHEN THIS POLICY COVERS

We cover secidents and losses which occur during the policy period:

A. In the United States of America, its territories or posses-

sions, Puerto Rico or Canada; or

B. While the covered auto is being transported between any of these places.

PART IV — LIABILITY INSURANCE

A. WE WILL PAY.

- i. We will pay all sums the besared legally must, pay as farmages because of bodily injury or property damage to which this insurance applies, caused by an accident and resulting from the ownership, maintenance or use of a covered auto.
- 2. We have the right and duty to delend any unit asking for these damages. However, we have no duty to defend suits for bodly injury or property damage not covered by this policy. We may investigate and settle any claim or suit as we consider appropriate. Our payment of the LIABILITY INSURANCE limit ends our duty to defend as across.

B. WE WILL ALSO PAV.

In addition to our limit of Hability, we will pay for the in-

- Up to \$250 for cost of ball bonds (including bonds for related traffic law violations) required because of an accident we cover. We do not have to furnish these bonds.
- 2. Premiums on appeal bonds in any suit we defend.
- Premiums on bonds to release attachments in a suit we defend but only for bonds up to our limit of liability.
- 4. All costs taxed to the lasured in a suit we defend.
- 5. All interest accruing after the entry of the judgment in a

suit we defend. Our duty to pay interest ends when we pay or lender our limit of liability.

- Up to \$50 a day for loss of earnings (but not other income) because of attendance as hearings or trials at our request.
- 7. Other reasonable expenses incurred at our request.
- C. WE WILL NOT COVER EXCLUSIONS.

This insurance does not apply to:

- 1. Liability assumed under any contract or agreement.
- Any obligation for which the leasured or his or her insurer may be held liable under any workers' compensation or disability benefits law or under any similar law.
- Any obligation of the lasured to indemnify another for damages resulting from bodily injury to the issured's employee.
- 4. Bodily injury to any fellow employee of the issured arising out of and in the course of his or her employment.
- Bodily injury to any employee of the insured arising out of and in the course of his or her employment by the insured. However, this exclusion does not apply to bodily injury to domestic employees not entitled to workers' compensation benefits.
- 6. Property damage to property owned or transported by the lasured or in the lasured's care, custody or control.
- Bodily injury or property damage resulting from the handling of property;
- Before it is moved from the place where it is accepted by the lassred for movement into or onto the covered auto, or
- After it is moved from the covered auto to the place where it is finally delivered by the lagured.
- Bodily injury or property damage resulting from the movement of property by a mechanical device (other than a hand truck) not attached to the covered auto.
- Bodily injury or property damage caused by the dumping, discharge or escape of irritants, pollutants or contaminants. This exclusion does not apply if the discharge is sudden and accidental.

D. WHO IS INSURED.

- ?. You are an fasured for any covered auto.
- 2. While any covered auto is rented or leased to you and is being used by or for you, its owner or anyone else from whom you rent or lease it is an lasured but only for that covered auto. However, that covered auto's owner or anyone else from whom it is rented or leased is not an lassired for liability resulting from defects or faulty workmanship.
- Anyone else is an Insured while using with your permission a covered auto you own, hire or borrow except:
- a. The owner of a covered auto you hire or borrow from

one of your employees or a member of his or her household.

- Someone using a covered auto while he or she is working in a business of selling, servicing, repairing or parking autos unless that business is yours.
- c. Anyone other than your employees, a lessee or borrower or any of their employees, while moving property to or from a covered auto.
- 4. Anyone is an insured for his or her liability because of acts or omissions of an insured described above. However, the owner of or anyone else from whom you hire or borrow a covered auto is an insured only if that auto is a trailer connected to a covered auto you owg.

E. OUR LIMIT OF LIABILITY

Regardless of the number of covered autos, insureds, claims made or vehicles involved in the accident, our limit of liability is as shown in the Declarations and as defined below:

1. Combined bodily lajury liability and property damage liability.

The most we will pay for all damages resulting from any one accident is the LIABILITY INSURANCE limit shown in the Declarations.

 Separate limits of liability for bedily injury (iability and property damage liability.

The most we will pay for all damages resulting from bodily is jury to any one person caused by any one accident is the limit of Bodily Isjury Liability shown in the Declarations for "each person".

Subject to the limit for "each person", the most we will pay for all damages resulting from bodily lajury caused by any one accident is the limit of Bodily lajury Liability shown in the Declarations for "each accident".

The most we will pay for all damages resulting from: property damage caused by any one accident is the limit of Property Damage Liability shown in the Declarations.

For the purpose of determining our limit of liability under 1. or 2. above, all bodily injury and property damage resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one accident.

F. OUT OF STATE EXTENSIONS OF COVERAGE.

- While a covered auto is away from the state where it is licensed we will;
- a. Increase this policy's liability limits to meet those specified by a compulsory or financial responsibility law in the jurisdiction where the covered auto is being used.
- b. Provide the minimum amounts and types of other coverages, such as "No-Fault", required out of state vehicles by the jurisdiction where the covered auto is being used.
- We will not pay anyone more than once for the same elements of loss because of these extensions.

PART Y — AUTO MEDICAL PAYMENTS INSURANCE

A. WORDS AND PHRASES WITH SPECIAL MEAN-ING: In addition to the WORDS AND PHRASES WITH SPE CIAL MEANING in the policy, the following words and

STOCK NO. 148583-11-81 (REV.)

PAGE THREE OF EIGHT

phrases have special meaning for AUTO MEDICAL PAY-MENTS INSURANCE:

- "Family member" means a person related to you, by blood, marriage or adoption who is a resident of your household, including a ward or foster child.
- 2. "Occupying" means in, upon, getting in, on, out or off.
- B. WE WILL PAY.

We will pay reasonable expenses incurred for necessary medical and funeral services to or for an insured who sustains bodily injury caused by accident. We will pay only those expenses incurred within three years from the date of the accident.

C. WE WILL NOT COVER - EXCLUSIONS.

This insurance does not apply to:

- Bodly injury sustained by an insured while occupying a vehicle located for use as a premises.
- Bodily injury sustained by you or any family member while occupying or struck by any vehicle (other than a covered auto) owned by you or furnished or available for your regular use.
- Bodily injury sustained by any family member while occupying or struck by any vehicle (other than a covered auto) owned by or furnished or available for the regular use of any family member.
- Bodlly injury to your employee arising out of and in the course of employment by you. However, we will cover bodiby injury to your domestic employees if not entitled to workers' compensation benefits.

- Bodily injury to an insured while working in a business of selling, servicing, repairing or parking autos unless that business is yours.
- BodBy injury caused by declared or undeclared war or insurrection or any of their consequences.
- Bodily injury to anyone using a vehicle without a reasonable belief that the person is entitled to do so.
- D. WHO IS INSURED.
- 1. You or any family member while occupying or, while a pedestrian, when struck by any auto.
- Anyone else occupying a covered auto or a temporary substitute for a covered auto. The covered auto must be out of service because of its breakdown, repair, servicing, loss or destruction.

E. OUR LIMIT OF LIABILITY.

Regardless of the number of covered autos, insureds, claims made or vehicles involved in the accident, the most we will pay for bodby lujury for each lasured injured in any one accident is the limit of AUTO MEDICAL PAYMENTS shown in the Declarations.

F. CHANGES IN CONDITIONS.

The CONDITIONS of the policy are changed for AUTO MEDICAL PAYMENTS INSURANCE as follows:

- 1. OUR RIGHT TO RECOVER FROM OTHERS does not apply.
- The reference in OTHER INSURANCE to "other collectible insurance" applies only to other collectible automedical payments insurance.

PART VI - UNINSURED MOTORISTS INSURANCE

A. WORDS AND PHRASES WITH SPECIAL MEAN-ING:

In addition to the WORDS AND PHRASES WITH SPE-CIAL MEANING in the policy, the following words and phrases have special meaning for UNINSURED MOTOR-ISTS INSURANCE:

- "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.
- 2. "Occupying" means in, upon, getting in, on, out or off.
- 3, "*Uninsured motor vehicle" means a land motor vehicle or trailer:
- a. For which no liability bond or policy at the time of an accident provides at least the amounts required by the applicable law where a covered suto is principally garaged, or
- b. For which the sum of all liability bonds or policies at the time of an accident provides at least the amounts required by the applicable law where a covered auto is principallygaraged but their limits are less than the limit of this insurance, or
- e. For which an insuring or bonding company denies coverage or is or becomes insolvent, or
- d. Which is a hit-and-run vehicle and neither the driver nor

owner can be identified. The vehicle must hit an insured, a covered auto or a vehicle an insured is occupying.

However, "uninsured motor vehicle" does not include any vehicle:

- Owned or operated by a self-insurer under any applicable motor vehicle law.
- b. Owned by a governmental unit or agency.
- Designed for use mainly off public roads while not on public roads.

B. WE WILL PAY

- 1. We will pay all sums the lassred is legally entitled to recover as damages from the owner or driver of an anisosred motor vehicle. The damages must result from bodily injury sustained by the insured caused by an accident. The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the anisoured motor vehicle.
- if this insurance provides a limit in excess of the amounts required by the applicable law where a covered auto is principally garaged, we will pay only after all liability bonds or policies have been exhausted by judgments or payments.
- Any justment for damages arising out of a suit brought without our written consent is not binding on us.

C. WE WILL NOT COVER - EXCLUSIONS.

The insurance does not apply to:

- 1. Any claim settled without our consent.
- 2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
- Bodily fajory sustained by you or any family member while occupying or struck by any vehicle owned by you or any family member which is not a covered auto.
- Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
- D. WHO IS INSURED.
- 1. You or any family wember.
- Anyone class occupying a covered auto or a temporary substitute for a covered auto. The covered auto must be out of service because of its breakdown, repair, servicing, loss or destruction.
- Anyone for damages he is entitled to recover because of bodily injury sustained by another lasured.
- E. OUR LIMIT OF LIABILITY.
- Regardless of the number of covered autos, lasureds, claims made or vehicles involved in the accident, our limit of liability is as follows:

The most we will pay for all damages resulting from bodily injury to any one person caused by any one accident is the limit shown in the Declarations for "each person".

Subject to the limit for "each person", the most we will pay for all damages resulting from hodfly injury caused by any one accident is the limit shown in the Declarations for "each accident."

- Any amount payable under this insurance shall be reduced by:
- a. All sums paid or payable under any workers' compensation, disability benefits or similar law, and
- All sums paid by or for anyone who is legally responsible, including all sums paid under the policy's LIABILITY

INSURANCE

- 3. Any amount paid under this insurance will reduce any amount an insured may be paid under the policy's LIA-BILITY INSURANCE.
- F. CHANGES IN CONDITIONS.

The CONDITIONS of the policy are changed for UNIN-SURED MOTORISTS INSURANCE as follows:

- The reference in OTHER INSURANCE to "other collectible insurance" applies only to other collectible uninsured motorists insurance.
- YOUR DUTIES AFTER ACCIDENT OR LOSS is changed by adding the following:
- a. Promptly notify the policy if a hit-and-run driver is involved, and
- b. Promptly send us copies of the legal papers if a suit is brought.
- 3. OUR RIGHT TO RECOVER FROM OTHERS is changed by adding the following:

If we make any payment and the basired recovers from another party, the lassred shall hold the proceeds in trust for us and pay us back the amount we have paid.

4. The following Condition is added:

ARBITRATION

- a. If we and an insured disagree whether the insured is legally entitled to recover damages from the owner or driver of an unintured motor vehicle or do not agree as to the amount of damages, either party may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third, If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.
- b. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

PART YII - PHYSICAL DAMAGE

A. WE WILL PAY.

- 1. We will pay for loss to a covered auto or his equipment under:
- a. Comprehensive Coverage. From any cause except the covered auto's collision with another object or its overturn.
- b. Specified Perits Coverngs. Caused by:
- (1) Fire or explosion;
- (2) Theft:
- (3) Windstorm, hail or carthquake;
- (4) Flood;
- (5) Mischief or vandalism;
- (6) The sinking, burning, collision or derailment of any conveyance transporting the covered suto.

- c. Collision Coverage. Caused by the covered auto's colli sion with another object or its overtura.
- d. Combined Physical Damage Coverage. From any caus including the covered auto's collision with another object of its overturn.
- 2. Towing.

We will pay up to \$25 for towing and labor costs incurred each time a covered auto of the private passenger type is disabled. However, the labor must be performed at the plac of disablement.

B. WE WILL ALSO PAY.

We will also pay up to \$10 per day to a maximum of \$30 for transportation expense incurred by you because of th total theft of a covered auto of the private passenger type we will pay only for those covered autos for which yo

STOCK NO. 146583-11-11 (REV.)

PAGE FIVE OF EIGH

carry either Comprehensive or Specified Perils Coverage. We will pay for transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered auto is returned to use or we pay for its loss.

C. WE WILL NOT COVER - EXCLUSIONS.

This insurance does not apply to:

- Wear and tear, freezing, mechanical or electrical breakdown unless caused by other loss covered by this policy.
- Blowouts, punctures or other road damage to tires unless caused by other loss covered by this policy.
- Loss caused by declared or undeclared war or insurrection or any of their consequences;
- 4. Lets caused by the explosion of a nuclear weapon or its consequences.
- 5. Loss caused by radioactive contamination.
- Loss to tape decks or other sound reproducing equipment not permanently installed in a covered seto.
- 7. Loss to tapes, records or other sound reproducing devices designed for use with sound reproducing equipment.
- 8. Lose to any sound receiving equipment designed for use as a citizens' band radio, two-way mobile radio or telephone or scanning monitor receiver, including its antennas and other accessories, unless permanently installed in the dash or console opening normally used by the auto manufacturer for the installation of a radio.
- D. HOW WE WILL PAY FOR LOSSES THE MOST

WE WILL PAY.

- 1. At our option we may:
- a. Pay for, repair or replace damaged or stolen property; or
- b. For theft, return the stolen property, at our expense. We will pay for any damage that results to the auto from the theft.
- 2. The most we will pay for loss is the smaller of the following amounts:
- a. The amount shown in ITEM FOUR, Schedule of Autos You Owa, in the Declarations.
- The actual cash value of the damaged or stolen property at the time of loss.
- c. The cost of repairing or replacing the damaged or stolen property with other of like kind or quality.
- 3. For each covered auto, our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to loss caused by fire or lightning.
- E. GLASS BREAKAGE HITTING A BIRD OR ANI-MAL — FALLING OBJECTS OR MISSLES.

We will pay for glass breakage, loss caused by hitting a bird or animal or by falling objects or missles under Comprehensive Coverage for the damaged covered auto. However, you have the option of having glass breakage caused by a covered auto's collision or overturn considered a loss under Collision Coverage.

PART VIII - CONDITIONS

The insurance provided by this policy is subject to the following conditions:

A. YOUR DUTIES AFTER ACCIDENT OR LOSS.

- 1. You must promptly notify us or our agent of any accident or loss. You must tell us how, when and where the accident or loss happened. You must assist in obtaining the names and addresses of any injured persons and witnesses.
- 2. Additionally, you and other involved beareds must;
- a. Cooperate with us in the investigation, settlement or defense of any claim or suit. No insured shall, except at his or her own cost, voluntarily make any payment, assume any obligation or incur any expense.
- Immediately send as copies of any notices or legal papers received in connection with the accident or less.
- c. Submit at our expense and as often as we require to physical examinations by physicians we select.
- d. Authorize as to obtain medical reports and other pertiment medical information.
- Additionally, to recover for loss to a covered a mto or its equipment you must do the following:
- Permit as to inspect and appraise the damaged property before its repair or disposition.
- b. Die wast is reasonably necessary refter loss at our expense

- to protect the covered auto from further loss.
- c. Submit a proof of less when required by us.
- d. Promptly notify the police if the covered auto or any of its equipment is stolen.

B. OTHER INSURANCE

- For any covered auto you own this policy provides primary insurance. For any covered auto you don't own, the insurance provided by this policy is excess over any other collectible insurance. However, while a covered auto which is a trailer is connected to another vehicle the liability coverage this policy provides for the trailer:
- a. Is excess while it is connected to a motor vehicle you don't own.
- b. It primary while it is connected to a covered auto you own.
- When two or more policies cover on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the limit of our policy bears to the total of the limits of all the policies covering on the same basis.

C. OUR RIGHT TO RECOVER FROM OTHERS.

If we make any payment, we are entitled to recover what we paid from other parties. Any person to or for whom we make payment must transfer to us his or her rights of recovery against any other party. This person must do everything necessary to secure these rights and must do nothing that would jeopardize them.

D. CANCELLING THIS POLICY DURING THE POLICY PERIOD.

- You must cancel the policy by returning it to us or by giving us advance notice of the date cancellation is to take effect.
- We may cancel the policy by mailing you at least 10 days notice at your last address known by us. We may deliver any notice instead of mailing it. Proof of mailing of any notice will be sufficient proof of notice.
- The effective date of cancellation stated in the notice shall become the end of the policy period.
- 4. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. However, making or offering to make the refund is not a condition of cancellation. If you cancel, the refund, if any, will be computed in accordance with the customary short rate procedure. If we cancel, the refund, if any, will be computed pro rata.

E. LEGAL ACTION AGAINST US.

No legal action may be brought against us until there has been full compliance with all the terms of this policy. In addition, under LIABILITY INSURANCE, no legal action may be brought against us until we agree in writing that the lasured has no obligation to pay or until the amount of that obligation has been finally determined by judgment after trial. No person or organization has any right under this policy to bring us into any action to determine the liability of the insured.

F. INSPECTION.

At our option we may inspect your property and operations at any time. These inspections are for our benefit only. By our right to inspect or by our making any inspection we make no representation that your property or operations are safe, not harmful to health or comply with any law, rule or regulation.

G. CHANGES.

This policy contains all the agreements between you and us. It terms may not be changed or waived except by endorsement issued by us. If a change requires a premium adjustment, we will adjust the premium as of the effective date of change. If we revise this policy form to provide more coverage without additional premium charge your policy will automatically provide the additional coverage as of the date the revision is effective in your state.

H. TRANSFER OF YOUR INTEREST IN THIS POLICY.
Your rights and duties under this policy may not be assigned

I. NO BENEFIT TO BAILEE — PHYSICAL DAMAGE INSURANCE ONLY.

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this policy.

J. BANKRUPTCY.

Bankruptcy or insolvency of the lasured shall not relieve us of any obligations under this policy.

K. APPRAISAL FOR PHYSICAL DAMAGE LOSSES.

- I. If you and we fail to agree as to the amount of loss either may demand an appraisal of the loss. In such event, you and we shall each select a competent appraiser, and the appraisers shall select a competent and disinterested umpire. The appraisers shall state separately that actual cash value and the amount of loss, and, failing to agree, shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. You and we shall each pay the chosen appraiser and shall bear equally the other expenses of the appraisal and umpire.
- We shall not be held to have waived any of our rights by any act relating to appraisal.

L. TWO OR MORE POLICIES ISSUED BY US.

If this policy and any other policy issued to you by us or any company affiliated with us apply to the same accident, the aggregate maximum limit of liability under all the policies shall not exceed the highest applicable limit of liability under any one policy. This condition does not apply to any policy issued by us or an affiliated company specifically to apply as excess insurance over this policy.

M. ESTIMATED ANNUAL PREMIUM.

The estimated annual premium for this policy is based on the exposures you told as you would have when this policy began.

We will compute your final premium due when we determine your actual exposures. The estimated annual premium will be credited against the final premium due and you will be billed for the balance, if any. If the estimated annual premium exceeds the final premium due you will get a refund. To determine your final premium due we may examine your records at any time during the period of coverage and up to three years afterward. If this policy is issued for more than one year, the premium shall be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)

. ' . !*

This endorsement modifies the provisions of this policy relating to all Medical Payments and Automobile Liability Insurance.

It is agreed that:

(1) with respect to which an insured under this policy is also

- 1. This policy does not apply:
- A. Under any Liability Coverage, to bodily injury or property descage

(1) with respect to which an insured under this policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance

STOCK NO. 140513-11-41 (REV.)

PAGE SEVEN OF EIGHT

Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

- (2) resulting from hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- B. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- C. Under any Liability Coverage, to bodily lajury or property damage resulting from the hazardous properties of nuclear material, if
- (1) the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;
- (2) the sucleur material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
- (3) the bodily injury or property dumage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereat.
- II. As used in this endorsement:
- "hazardous properties" include radioactive, toxic or explosive properties;
- "aucieur material" meuns source material, special queleur

material or byproduct material;

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof:

"spent fuel" means any fuel element or fuel component solid or liquid, which has been used or exposed to radiation in a nucleur reactor:

"waste" means any waste material

- (a) containing by-product material other than the tailings or wastes produced by the extraction or concentration of uranium or throium from any ore processed primarily for its source material content, and
- (b) resulting from the operation by any person or organization of any nuclear facility included under the first two paragraphs of the definition of ancient facility;
- "muclear facility" means
- (a) any nucleur reactor.
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing speat fuel, or (3) handling, processing or packaging waste.
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235.
- (d) any structure, basic, excavation, premises or place prepared or used for the storage or disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;
- "suclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.
- "property damage" includes all forms of radioactive contamination of property.

IN WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary, but it shall not be binding upon as unless it is countersigned on the General Declarations page by one of our duly authorized agents.

Ju Benedict

PRESIDENT

COMMERCIAL COVERAGE

BUSINESS AUTO POLICY GARAGE POLICY TRUCKERS' POLICY

Mexico Endorsement

101609-11-82 REV

POLICY AMENDMENT

This policy is extended to apply while any covered auto is being operated in the Republic of Mexico for a period not exceeding ten days at any one time. It is agreed that such

insurance as is provided by this policy only by reason of the terms of this paragraph shall be excess insurance over any other valid and collectible insurance available to you.

WARNING

Unless you have automobile insurance written by a Mexican insurance company, you may spend many hours or days in jail, if you have an accident in Mexico. Insurance coverage should be secured from a company

licensed under the laws of Mexico to write such insurance in order to avoid complications and some other penalties possible under the laws of Mexico, including the possible impoundment of your auto.

This Form must be attached to Change Endorsement when issued after the Policy is written.

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY

PRESIDENT

11 XCL

COMMERCIAL AUTOMOBILE COVERAGE

POLICY AMENDMENT

BUSINESS AUTO POLICY GARAGE POLICY TRUCKERS' POLICY

Drive Other Car Coverage—Broadened Coverage for Named Individuals

CA 99 10 12 80

| INSURED | | POLICY NUMBER | SEQUENTIAL NO. | | | |
|---|---|--|--|--|--|--|
| PRODUCER | | EFFECTIVE DATE | | | | |
| DECLA. THE INSURANCE AFFORDED BECAUSE OF THE NAMING BELOW OF A COVERAGES FOR WHICH AN "X" HAS BEEN PLACED IN THE APPROPRIATE | LBOX: | OMLY WITH RESPECT TO SUCI | 950 | | | |
| COVERAGES: LIABILITY AUTO MEDICAL PAYMENTS | UNINSURED MOTORIST | COMPREHENSIVE | \$50 DEDUCTIBI | | | |
| NAME OF INDIVIDUAL: | | | | | | |
| This endorsement changes only those coverages listed in the Declarations page. Each of those coverages is changed as follows: A. PHRASE WITH SPECIAL MEANING In addition to WORDS AND PHRASES WITH SPECIAL MEANING in this policy, the follow phrase has special | ment and his household, a described in p | al named in the Declaration or her spouse, while a return insureds while using paragraph B. 1. of this endo ES IN AUTO MEDICAL DIMOTORISTS INSURAN | esident of the sam any covered autorsement. PAYMENTS ANI | | | |
| meaning in this endorsement: | The following | g is added to WHO IS INSU | JRED. | | | |
| 1. "Family member" means a person related to the in- dividual named in the Declarations for this endorsement by blood, marriage or adoption who is a resident of the in- dividual's household, including a ward or foster child. | ment and his or her family members are insureds whit occupying, or while a pedestrian when being struck by, are auto you don't own except: Any auto owned by that individual or by any family member. D. CHANGES IN PHYSICAL DAMAGE INSURANCE Any private passenger type anto you don't own, hire or both row is a covered auto while in the care, custody or control of any individual named in the Declarations for this endorse ment or his or her spouse while resident of the same | | | | | |
| B. CHANGES IN LIABILITY INSURANCE I. Any auto you don't own, hire or borrow is a covered outo for LIABILITY INSURANCE while being used by any individual named in the Declarations for this endorsement | | | | | | |
| or by his or her spouse while a resident of the same nousehold except: Any auto owned by that individual or by any member of | | | | | | |
| nis or her household. D. Any auto used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking autos. | Any suto of his or her hou Any auto | owned by that individual or schold. used by that individual o | r his or her spous | | | |
| 2. The following is added to WHO IS INSURED: . | while working parking autos | g in a business of selling, set | rvicing, repairing o | | | |
| This Form must be attached to Change Endo | | | | | | |
| | | | | | | |
| ONE OF THE FIREMAN'S FUND INSURAN | CE COMPANIES | as named in the policy | | | | |

STOCK NO. CA 99 10 12 80

COMMERCIAL AUTOMOBILE COVERAGE

POLICY AMENDMENT

BUSINESS AUTO POLICY GARAGE POLICY TRUCKERS' POLICY

Loss Payable Clause

CA 99 19 01 78

IF THE FOLLOWING INFORMATION IS NOT COMPLETE, REFER TO THE APPROPRIATE DECLARATIONS ATTACHED TO THE POLICY.

| INSURED | POLICY NUMBER | SEQUENTIAL NO. |
|----------|----------------|----------------|
| PRODUCER | EFFECTIVE DATE | |
| FRODUCER | EFFECTIVE DATE | |

DECLARATIONS

LOSSPAYEE

APPLICABLE TO COVERED AUTO IDENTIFIED AS

- A. We will pay you and the loss payce named in the Declarations for loss to a covered auto, as interest may appear.
- B. The insurance covers the interest of the loss payee unless the loss results from fradulent acts of omissions on your part.
- C. We may cancel the policy as allowed by CANCEL-

LING THIS POLICY DURING THE POLICY PERIOD. Cancellation ends this agreement as to the loss payee's interest. If we cancel the policy we will mail you and the loss payee the same advance notice.

D. If we make any payment to the loss payee, we will obtain his rights against any other party.

This Form must be attached to Change Endorsement when issued after the Policy is written.

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY

William H. Holins

II-XCI

PRESIDEN

This endorsement modifies such insurance as is differed by the provisions of the policy relating to the following:

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

SURANCE—BASIC AUTOMOBILE LIABILITY INSURANCE

AMENDMENT OF DEFINITION OF "AUTOMOBILE BUSINESS" - CALIFORNIA

If is agreed that the definition of "automobile business" in this policy is deleted and replaced by the following: "automobile business" means the business or occupation of selling, repairing, servicing, delivering, testing, road-testing, parking, or storing automobiles.

FIREMAN'S FUND INSURANCE COMPANY
THE AMERICAN INSURANCE COMPANY
NATIONAL SURETY CORPORATION
ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY

71-X

Myron Du Bairo PRESIDENT

100904-8-74

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

UNINSURED MOTORISTS INSURANCE -- BODILY INJURY (CALIFORNIA)

A WORDS AND PHRASES WITH SPECIAL MEAN-

In addition to the WORDS AND PHRASES WITH SPECIAL MEANING in the policy, the following words and phrases have special meaning for UNINSURED MOTORISTS INSURANCE — BODLLY INJURY (CALIFORNIA):

- "Family member" means your spouse, whether or not a resident of your household, and any other person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.
- 2. "Occupying" means in, upon, getting in. on. out or off.
 - "Uninsured motor vehicle" means a land motor vehicle or trailer:
 - For which no liability bond or policy at the time of an accident provides at least the amounts required by the applicable law where a covered auto is principally garaged, or
 - b. For which the sum of all liability bonds or policies at the time of an accident provides at least the amounts required by the applicable law where a covered auto is principally garaged but their limits are less than the limit of this insurance, or
 - For which the insuring or bonding company denies coverage or refuses to admit coverage except conditionally or with reservation or becomes insolvent, or
 - d. Which is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must hit an Insured, a covered auto or a vehicle an Insured is occupying.

However, "uninsured motor vehicle" does not include any vehicle:

- Owned or operated by a self-insurer under any applicable motor vehicle law.
- Owned by a governmental unit or agency.
- Designed for use mainly off public roads while not on public roads.

B. WE WILL PAY

 We will pay all sums the insured is legally entitled to recover as damages from the owner or driver of an uninsured motor vehicle. The damages must result from bodily injury sustained by the insured caused by an accident. The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the uninsured motor vehicle.

- If this insurance provides a limit in excess of the amounts required by the applicable law where a covered auto is principally garaged, we will pay only after all liability bonds or policies have been exhausted by judgments or payments.
- Any judgment for damages arising out of a suit brought without our written consent is not binding on us.

C. WE WILL NOT COVER - EXCLUSIONS

This insurance does not apply to:

- 1. Any claim settled without our consent.
- The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability or similar law to the direct benefit of the United States, a state or its political subdivisions.
- Bodily injury sustained by you or any family member while occupying or struck by any vehicle owned by you or any familty member which is not a covered auto.
- Anyone using a vehicle without a reasonable belief that the person is entitled to do so.

D. WHO IS INSURED

- 1. You or any family member.
- Anyone else occupying a covered auto or a temporary substitute for a covered auto. The covered auto must be out of service because of its breakdown, repair, servicing, loss or destruction.
- Anyone for damages he is entitled to recover because of bodily injury sustained by another insured.

E. OUR LIMIT OF LIABILITY

 Regardless of the number of covered autos, Insureds, claims made or vehicles involved in the accident, the most we will pay for all damages resulting from any one accident is the limit of UNINSURED MOTORISTS INSUR-ANCE shown in the declarations.

CA 21 54 (Ed 07 84)

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Page 1 of 2

Any loss payable under this insurance shall be reduced by:

()

- All sums paid or payable under any workers' compensation law exclusive of non-occupational disability benefits, and
- All sums paid by or for anyone who is legally responsible, including all sums paid under the policy's LIABILITY INSURANCE.

F. CHANGES IN CONDITIONS

The Conditions of the policy are changed for UNINSURED MOTORISTS INSURANCE — BOOLLY INJURY (CALIFORNIA) as follows:

- 1. OTHER INSURANCE
 - a. For bodily injury sustained by an insured while accupying an auto he does not own, UNINSURED MOTORISTS INSUR-ANCE does not apply if the owner of the auto has uninsured motorists insurance.
 - b. Except as provided in paragraph a, if an Insured has other uninsured motorists insurance, the damages shall be deemed not to exceed the higher of the applicable limits of the respective coverages. We will pay only our share of these damages. Our share is the proportion that the limit of UNINSURED MOTORISTS INSURANCE bears to the total of the limits of all uninsured motorists insurance.
- YOUR DUTIES AFTER ACCIDENT OR LOSS is changed by adding the following:
 - Promptly notify the police if a hit-and-run driver is involved, and
 - Promptly send us copies of the legal papers if a suit is brought.
- OUR RIGHT TO RECOVER FROM OTHERS is changed by adding the following:

If we make any payment and the insured recovers from another party, the insured shall hold the proceeds in trust for us and pay us back the amount we have paid. 4. LEGAL ACTION AGAINST US is changed to read:

No legal action may be brought against us until there has been full compliance with all the terms of this policy nor unless within one year from the date of the accidents

- Suit for bodily injury has been filed against the uninsured motorist in a court of competent jurisdiction, or
- Agreement as to the amount due under this insurance has been concluded, or
- The insured has formally instituted legal proceedings.
- 5. The following Condition is added:

ARBITRATION

- a. If we and an insured disagree whether the insured is legally entitled to recover damages from the owner or driver of an unissured motor vehicle or do not agree as to the amount of damages, either party may make a written demand for arbitration. In this event the disagreement will be settled by a single neutral arbitrator. Each party will bear the expenses of the arbitrator equally.
- b. Unless both parties agree otherwise, arbitration will take place in the county in which the Issuared lives. Local rules of law as to arbitration procedures and evidence will apply. The decision of the arbitrator will be binding.

CA 21 54 (Ed. 07 84)

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Page 2 of 2

13

CA 01 4 (Ed. 10 84

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES IN POLICY—CALIFORNIA

LIABILITY INSURANCE for a covered auto licensed or principally garaged in, or garage operations conducted in California is changed as follows:

Any damages otherwise payable under LIABILITY INSURANCE to the gwner or operator of an uninsured motor vehicle shall be reduced by all sums paid or payable to an insured under UNINSURED MOTORISTS INSURANCE—BODILY INJURY (CALIFORNIA) or UNINSURED MOTORISTS INSURANCE—PROPERTY DAMAGE (CALIFORNIA). This provision applies only if the claim of the insured and the claim of the owner or operator of the uninsured motor vehicle result from the same accident.

CA 01 43 (Ed. 10 84)

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POLICY NUMBER 2 49 MXC 8000 65 34

Named Insured ANGELES CHEMICAL CO. INC. Sequential Endorsement No. **001**

Page



CHANGE ENDORSEMENT

Effective Od/Od/86, 12:01 A.M., Standard Time at the address of the insured

This is an Endorsement only. Other than changes shown, all other pre-existing coverage remains in full force and effect! Premium adjustments are shown.

PREMIUM SUMMARY:

ADDITIONAL PREMIUM DUE NOW

\$5,121.00

The Premium shown includes Adjustable Fremium(s). Refer to Premium Adjustment Information attached.

THE FOLLOWING CHANGES APPLY TO ITEM TWO OF THE BUSINESS AUTO POLICY DECLARATIONS:

AUTO MEDICAL PAYMENTS INSURANCE LIMITS ARE AMENDED AS FOLLOWS:

AUTO MEDICAL PAYMENTS INSURANCE 6,000 EACH PERSON BUSINESS AUTO POLICY - THE FOLLOWING ITEMS ARE ADDED TO THE SCHEDULE OF COVERED AUTOS YOU OWN:

AUTO YR VEHICLE DESCRIPTION AND VEHICLE ID NO. OTO OTG OJC -COLL LIMIT DED COV NO. GARAGE LOCATION 86 OLDS CUTLASS 3295 COMP \$ 100 \$ 250 CÀ RIVERSIDE 0047 85 INTERNATIONAL STK BED TR 1594 COMP . SANTA FE SPRINGS CA 90670

AUTO COVERAGES AFFORDED CINDICATED BY "X" IN COVERAGE COLUMN)

NO. LIAB MED UM UIM PIP PPI OTC COLL TOW

0046 X X X X

Countersignature:

0047

- Producer: MAX BEHM & ASSOCIATES, INC

Date: 08/28/86

CHANGE ENDORSEMENT CONTINUED ON PAGE



Named Insured ANGELES CHEMICAL CO. INC.

Sequential Endorsement No. 001 (continued)

Page 2



BUSINESS AUTO POLICY - UNDER ITEM FOUR THE FOLLOWING LOSS PAYEES ARE ADDED TO THE POLICY AS FOLLOWS:

LOSS PAYEES: EXCEPT FOR TOWING, ALL PHYSICAL DAMAGE LOSS IS PAYABLE TO YOU AND THE LOSS PAYEE NAMED BELOW AS INTEREST MAY APPEAR AT TIME OF THE LOSS

NAME AND ADDRESS OF LOSS PAYEE GMAC

P.O. BOX 5000

PESTAINSTER

CA 92483

AS RESPECTS AUTO NO. (9)0046

THE DESCRIPTIONS FOR THE FOLLOWING ITEMS IN THE SCHEDULE OF COVERED AUTOS YOU OWN ARE AMENDED TO READ:

| AUTO 1 | 子座 | VEHICLE DESCRIPTION | AND | VEHICLE | ID | NO. |
|--------|------|-----------------------|-------|---------|-----|-----|
| NO. | | GARAGE LOCATION | | | | - |
| 0020 | 60 | OLDS | | 6864 | | |
| | 4 | COVINA | CA | | | |
| 0025 | ៩។ | TOYOTA CELICA | | 1629 | | |
| | | WHITTIER | CA | * | | |
| 0033 | 04 | JAGUAR XJS COUPE | | 3009 | | |
| | | COVINA | Ç#A | | | |
| 0049 | 85 | CHRYSLER NEW YORKER | | 6104 | 4 | |
| | | FULLERTON | CA | | | |
| 0044 | 85 | OLDS CUTLASS SEDAN | | 2493 | | |
| | | MONROVIA | CA | 1 | | |
| 0045 | 86 | OLDS CIERRA SEDAN | | 6064 | 1.1 | |
| | | NEWPORT BEACH | CA | | | - |
| ENDOR | SEME | NTS - OTHER AUTOMORTI | F chu | CRACE | | |

500

ADDING ADDITIONAL INSURED-LESSOR CA2001 12-80

PER COMPLETED FORM ATTACHED.

END OF CHANGE ENDORSEMENT

ADDITIONAL INSURED — LESSOR (CA 20 01 12 80)

| INSURED | POLICY NUMBER 2-49 MXC 80006534 | |
|----------|---------------------------------|--|
| PRODUCER | EFFECTIVE DATE | |

| INSURANCE COMPANY FIREMAN'S FUND | | POLICY NUMBER | |
|----------------------------------|--|-------------------------|--|
| | | 2-49 MXC 80006534 | |
| EFFECTIVE DATE 1:-1:-86 | | EXPIRATION DATE 1-1-87 | |
| | | | |
| | ADDITIONAL INSURED DICK BROWNING LEASING 18803 STUDEBAKER RD. | O (LESSOR) | |
| | CERRITOS, CA. 90701 DESIGNATION OR DESCRIPTION AUTO #0044 1985 OLDS CIERA SEDAN #2493 | | |

This endorsement provides only those coverages for which an entry is shown by "X" in the applicable box.

| COVERAGES | | | LIM | ITS OF LIABILITY |
|---|----------|-------------|----------|---------------------------------|
| LIABILITY | | EACH PE | RSON | EACH ACCIDENT |
| COMBINED BODILY INJURY AND PROPERTY DAMAGE LIABILITY | | xxxxxxxx | | \$ 500,000. |
| BODILY INJURY LIABILITY | | \$ | | \$ |
| ☐ PROPERTY DAMAGE LIABILITY | | XXXXX | XXX | \$ |
| PERSONAL INJURY PROTECTION (EQUIVALENT NO-FAULT COVERAGE | OR E) | \$ | | |
| COMPINED | ACT | JAL CASH VA | LUE OR C | OST OF REPAIR WHICHEVER IS LESS |
| COMBINED PHYSICAL DAMAGE | | JS: \$ | For Eac | ch Covered Auto |
| | ACTU | JAL CASH VA | LUE OR C | OST OF REPAIR WHICHEVER IS LESS |
| X COMPREHENSIVE | MINU | JS: \$ 100. | For Eac | ch Covered Auto |
| | ACT | JAL CASH VA | LUE OR C | OST OF REPAIR WHICHEVER IS LESS |
| COLLISION | MINU | JS: \$ 250. | For Eac | ch Covered Auto |
| | ACT | JAL CASH VA | LUE OR C | OST OF REPAIR WHICHEVER IS LESS |
| SPECIFIED PERILS | MINE | JS: \$ | For Eac | ch Covered Auto |

| ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES William d. della R AS NAMED IN THE POLICY | COUNTERSIGNATURE OF AUTHORIZED AGENT |
|---|--------------------------------------|
| PRESIDENT 10-X | |

A. PHRASE WITH SPECIAL MEANING

In addition to the WORDS AND PHRASES WITH SPECIAL MEANING in the policy, the following phrase has special meaning in this endorsement:

- "Leased auto" means an auto leased to you for one year or more, including any substitute; replacement or extra auto needed to meet seasonal or other needs, under a leasing agreement which requires you to provide direct primary insurance for the lessor.
- B. Any leased auto designated or described in this endorsement will be considered a covered auto you own and not a covered auto you hire or borrow. For a covered auto which is a leased auto WHO IS INSURED is changed to include as an insured the lessor named in this endorsement. However, the lessor is an insured only for bodily injury or property damage resulting from the acts or omissions of:
 - You
 - 2. Any of your employees or agents.
 - 3. Any person, except the lessor or any employee or agent of the lessor, operating a leased auto with the permission of any of the above.

C. LOSS PAYABLE CLAUSE

- We will pay you and the lessor named in this endorsement for loss to a leased auto, as interest may
 appear.
- 2. The insurance covers the interest of the lessor unless the loss results from fraudulent acts or omissions on your part.
- 3. If we make any payment to the lessor, we will obtain his rights against any other party.

D. CANCELLATION

- 1. If we cancel the policy, we will mail notice to the lessor in accordance with CANCELLING THIS POLICY DURING THE POLICY PERIOD.
- 2. If you cancel the policy, we will mail notice to the lessor.
- 3. Cancellation ends this agreement.
- E. The lessor is not liable for payment of your premiums.

ADDITIONAL INSURED — LESSOR (CA 20 01 12 80)

| INSURANCE COMPANY | POLICY NUMBER |
|---|---------------------------|
| FIREMAN'S FUND | 2-49 MXC 80006534 |
| EFFECTIVE DATE 1-1-85 | EXPIRATION DATE 1-1-86 |
| NAMED INSURED AN ANGELES CHEMICAL CO., INC. P.O. BOX 2163 SANTA FE SPRINGS, CA. 9067 | , ETAL |
| ADDITIONAL INSURE DICK BROWNING LEASING P.D. BOX 367 CERRITOS, CA. 90701 | ED (LESSOR) |
| DESIGNATION OR DESCRIPTION #45 86 OLDS CIERRA SEDAN | |

This endorsement provides only those coverages for which an entry is shown by "X" in the applicable box.

| COVERAGES | | | LIN | MITS OF LIABILITY |
|---|----------|---------------|---------|----------------------------------|
| LIABILITY | | EACH PER | RSON | EACH ACCIDENT |
| COMBINED BODILY INJURY AND PROPERTY DAMAGE LIABILITY | | XXXXXX | XX | \$ 500,000. |
| BODILY INJURY LIABILITY | | \$ | | \$ |
| PROPERTY DAMAGE LIABILITY | | XXXXXX | XX | \$ |
| PERSONAL INJURY PROTECTION (EQUIVALENT NO-FAULT COVERAGE | OR E) | \$ | | |
| COMPINIED | AC | TUAL CASH VAL | UE OR C | COST OF REPAIR WHICHEVER IS LESS |
| COMBINED MI PHYSICAL DAMAGE MI | | NUS: \$ | For Ea | ach Covered Auto |
| | AC | TUAL CASH VAL | UE OR C | COST OF REPAIR WHICHEVER IS LESS |
| X COMPREHENSIVE M | | NUS: \$ 100. | For Ea | ach Covered Auto |
| | AC | TUAL CASH VAL | UE OR C | COST OF REPAIR WHICHEVER IS LESS |
| X COLLISION | MII | NUS: \$ 250. | For Ea | ach Covered Auto |
| | AC | TUAL CASH VAL | UE OR (| COST OF REPAIR WHICHEVER IS LESS |
| SPECIFIED PERILS | МП | NUS: \$ | For Ea | ach Covered Auto |

| ONE OF THE | COUNTERSIGNATURE OF AUTHORIZED AGENT |
|---|--------------------------------------|
| FIREMAN'S FUND INSURANCE COMPANIES William d. Malinia | |
| AS NAMED IN THE POLICY PRESIDENT 10-X | |

A. PHRASE WITH SPECIAL MEANING

In addition to the WORDS AND PHRASES WITH SPECIAL MEANING in the policy, the following phrase has special meaning in this endorsement:

"Leased auto" means an auto leased to you for one year or more, including any substitute, replacement or extra auto needed to meet seasonal or other needs, under a leasing agreement which requires you to provide direct primary insurance for the lessor.

- B. Any leased auto designated or described in this endorsement will be considered a covered auto you own and not a covered auto you hire or borrow. For a covered auto which is a leased auto WHO IS INSURED is changed to include as an insured the lessor named in this endorsement. However, the lessor is an insured only for bodily injury or property damage resulting from the acts or omissions of:
 - 1. You
 - 2. Any of your employees or agents.
 - 3. Any person, except the lessor or any employee or agent of the lessor, operating a leased auto with the permission of any of the above.

C. LOSS PAYABLE CLAUSE

- 1. We will pay you and the lessor named in this endorsement for loss to a leased auto, as interest may appear.
 - 2. The insurance covers the interest of the lessor unless the loss results from fraudulent acts or omissions on your part.
 - · 3: If we make any payment to the lessor, we will obtain his rights against any other party.

D. CANCELLATION

- 1. If we cancel the policy, we will mail notice to the lessor in accordance with CANCELLING THIS POLICY DURING THE POLICY PERIOD.
- If you cancel the policy, we will mall notice to the lessor.
- 3. Cancellation ends this agreement.
- E. The lessor is not liable for payment of your premiums.

ADDITIONAL INSURED — LESSOR (CA 20 01 12 80)

| INSURED | 2 49 MXC 8000 6534 |
|----------|-----------------------|
| PRODUCER | EFFECTIVE DATE 1-1-86 |

| INSURANCE CO | MPANY POLICY NUMBER |
|----------------|---------------------------|
| FIREMAN'S FUN | 2 49 MXC 8000 6534 |
| EFFECTIVE DATE | EXPIRATION DATE |
| 1-1-86 | 1-I-87 |
| .O. BOX 2163 | STALLION TANK LINES, INC. |
| | STALLION TANK LINES, INC. |

VEHICLE # 0046 1986 OLDS CUTLASS 10 # 3295

This endorsement provides only those coverages for which an entry is shown by "X" in the applicable box.

| COVERAGES | LIMITS OF LIABILITY | | |
|--|--|---------------|--|
| LIABILITY | EACH PERSON EACH ACCIDENT | EACH ACCIDENT | |
| COMBINED BODILY INJURY AND PROPERTY DAMAGE LIABILITY | XXXXXXXX \$ 500,000. | | |
| BODILY INJURY LIABILITY | \$ * | | |
| PROPERTY DAMAGE LIABILITY | xxxxxxxx * \$ | | |
| PERSONAL INJURY PROTECTION (OF EQUIVALENT NO-FAULT COVERAGE) | PR \$ | | |
| COMBINED | ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS L MINUS: \$ For Each Covered Auto | ESS; | |
| l l | ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS L MINUS: \$ 100. For Each Covered Auto | ESS; | |
| | ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS L MINUS: \$ 250. For Each Covered Auto | ESS; | |
| <u>22</u>) | ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS L MINUS: \$ For Each Covered Auto | ESS; | |

9-2-86:ES

CORRESPONDS TO ENDT #001

| ONE OF THE | COUNTERSIGNATURE OF AUTHORIZED AGENT | |
|--|--------------------------------------|--|
| FIREMAN'S FUND INSURANCE COMPANIES (Jelli 4. L. L.) | · · | |
| AS NAMED IN THE POLICY PRESIDENT TO-X | | |

101474-2-81

A. PHRASE WITH SPECIAL MEANING

In addition to the WORDS AND PHRASES WITH SPECIAL MEANING in the policy, the following phrase has special meaning in this endorsement:

"Leased auto" means an auto leased to you for one year or more, including any substitute, replacement or extra auto needed to meet seasonal or other needs, under a leasing agreement which requires you to provide direct primary insurance for the lessor.

- B. Any leased auto designated or described in this endorsement will be considered a covered auto you own and not a covered auto you hire or borrow. For a covered auto which is a leased auto WHO IS INSURED is changed to include as an insured the lessor named in this endorsement. However, the lessor is an insured only for bodily injury or property damage resulting from the acts or omissions of:
 - You
- 2. Any of your employees or agents.
 - 3. Any person, except the lessor or any employee or agent of the lessor, operating a leased auto with the permission of any of the above.

C. LOSS PAYABLE CLAUSE

- 1. We will pay you and the (essor named in this endorsement for loss to a leased auto, as interest may appear.
- 2. The insurance covers the interest of the lessor unless the loss results from fraudulent acts or omissions on your part.
- 3. If we make any payment to the lessor, we will obtain his rights against any other party.

D. CANCELLATION

- If we cancel the policy, we will mail notice to the lessor in accordance with CANCELLING THIS POLICY DURING THE POLICY PERIOD.
- 2. If you cancel the policy, we will mail notice to the lessor.
- 3. Cancellation ends this agreement.
- E. The lessor is not liable for payment of your premiums.

| | 8. |
|---|----|
| COMMERCIAL COVERAGE | 1 |
| COMMERCIAL COVERAGE | 1 |
| | |
| | 1 |
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| | i |
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| and the filter of the second second second second | ŧ. |
| CHANGE ENDORSEMENT | 1 |
| | 1 |

| BASIC COVERAGE: | GENERAL LIABILITY | |
|--------------------|--|-----|
| TITLE | ADDITIONAL INSURED | 162 |
| | (VENDORS-BROAD FORM) | |
| FORM: | ACCESSAGE OF THE CONTROL OF ALL OF A CONTROL OF THE | |
| NO: | 105237-7-79 REV. | |

IF THE FOLLOWING INFORMATION IS NOT COMPLETE, REFER TO THE APPROPRIATE DECLARATIONS ATTACHED TO THE POLICY.

| INSURED | | POLICY NUMBER | SEQUENTIAL NO. |
|----------|----------------------------|------------------|----------------|
| | ANGELES CHEMICAL CO., INC. | 2-49 MXC80006534 | 001-A |
| PRODUCER | | EFFECTIVE DATE | |
| | MAX BEHM & ASSOCIATES | 10-1-86 | |

DECLARATIONS

| THE PREMIUM FOR THIS POLICY AMENDMENT IS INCLUDED IN THE SPECIFIC AMOUNT IS SHOWN HERE: | HE PREMIUM SHOWN ON THE GENERAL DECLARATIONS UNLESS A |
|---|---|
| ADDITIONAL PREMIUM SAT AUDIT | RETURN PREMIUM \$ |

THE ABOVE FORM IS ADDED PER ATTACHED.

AMENDMENT

10-15-86 LH

ONE OF THE
FIREMAN'S FUND INSURANCE COMPANIES
AS NAMED IN THE POLICY

Dile u M. 17
PRESIDENT MXCL

COUNTERSIGNATURE OF AUTHORIZED AGENT

STOCK NO. 140519-11-82

COMMERCIAL AUTOMOBILE COVERAGE

POLICY AMENDMENT

GENERAL LIABILITY

Additional Insured (Vendors-Broad Form)

105237--07-79 REV.

IF THE FOLLOWING INFORMATION IS NOT COMPLETE, REFER TO THE APPROPRIATE DECLARATIONS ATTACHED TO THE POLICY.

| INSURED . | POLICY NUMBER 2-49 MXC80005534 |
|-----------|---------------------------------|
| PRODUCER | EPPECTIVE DATE |

DECLARATIONS

DESIGNATED YENDOR

HANDYMAN CORPORATION P.O. BOX 85566 SAN DIEGO, CA 92138 ATTN: DAVE CASLER

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING: COMPREHENSIVE GENERAL LIABILITY INSURANCE—COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE

It is agreed that the "Persons Insured" provision is amended to include as an insured the person or organization designated in the Declarations as vendor subject to the following provisions:

- a. The insurance applies only to the distribution or sale by the vendor of the named insured's products and then only to any liability arising out of the named insured's negligence or any defect or condition in such product existing when such product was relinquished by the named insured to the vendor.
- b. The insurance with respect to the vendor does not apply to any liability arising out of:
- (1) Any express warranty unanthorized by the named insured;
- (2) Any repacking of the product unless solely for the purpose of inspection, demonstration, testing or the substitu-

- tion of parts under instructions from the named insured and then repacked in the original container;
- (3) Any product which after distribution or sale by the named insured has been labeled or relabeled or nsed as a container, part or ingredient of any other thing or substance by or for the yendor:
- (4) Any failure to maintain the produce in merchantable condition;
- (5) Any physical or chemical change in the form of the product made intentionally by the vendor.
- c. The insurance does not apply to any person or organization as insured from whom the named insured has acquired such product or any ingredient, part or container, entering into, accompanying or containing such product.

This Form must be attached to Change Endorsement when issued after the Policy is written.

10-15-86 LH

CORRESPONDS TO ENDT #001A

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY

HXC

Myra Or B.
PRESIDENT

POLICY NUMBER 2 49 MXC 8000 65 34

Named Insured ANGELES CHEMICAL CO. INC. . Bequential Endorsement No. Page

002



CHANGE ENDORSEMENT

Effective 02/18/86, 12:01 A.M., Standard Time at the address of the insured

This is an Endorsement only. Other than changes shown, all other pre-existing coverage remains in full force and effect. Fremium adjustments are shown.

PREMIUM SUMMARY:

RETURN PREMIUM DUE NOW

\$1,167.00

The Premium shown includes Adjustable Premium(s). Refer to Premium Adjustment Information attached.

BUSINESS AUTO POLICY - THE FOLLOWING ITEMS ARE DELETED FROM THE SCHEDULE OF COVERED AUTOS YOU OWN:

AUTO YR VEHIOLE DESCRIPTION AND VEHICLE ID NO.

ND. GARAGE LUCATION D040 85 OLDS CUTLASS.

CA 90670 SANTA FE SPRINGS

Countersignatures .

Producer: MAX BEHM & ASSOCIATES, INC

Date: 08/28/86

END OF CHANGE ENDORSEMENT

FFIC_EPA_0000310

ADDITIONAL INSURED — LESSOR (CA 20 01 12 80)

| INSURED | 2-49 MXC 80006534 |
|----------------|--------------------|
| PRODUCER | EFFECTIVE DATE |
| INSURANCE COMP | PANY POLICY NUMBER |

| INSURANCE COMPANY | POLICY NUMBER |
|--------------------|----------------------------|
| FIREMAN'S | FUND 2-49 MXC 80006534 |
| EFFECTIVE DATE | EXPIRATION DATE |
| 1-1-86 | 1-1-87 |
| | SURED AND ADDRESS |
| ANGELES CHEMICAL C | CO., INC., ETAL |
| P.O. BOX 2163 | |
| SANTA FE SPRINGS, | CA. 90670 |
| ADDITIONA | AL INSURED (LESSOR) |
| DICK PROWNING LEAS | SING |
| P.O. BOX 367 | |
| CERRITUS, CA. 9070 | |
| DESIGNATION OR DE | ESCRIPTION OF LEASED AUTOS |
| #0040 | |
| 1985 OLDSMOBILE #3 | 3434 |

This endorsement provides only those coverages for which an entry is shown by "X" in the applicable box.

| COVERAGES | | LIMITS OF LIABILITY | | | |
|---|--------|---------------------|-------------|------------------------------|--|
| LIABILITY | | EACH PERS | ON . | EACH ACCIDENT | |
| COMBINED BODILY INJURY AND PROPERTY DAMAGE LIABILITY | | XXXXXX | X | \$ 500,1900. | |
| BODILY INJURY LIABILITY | \$ | | | \$ | |
| PROPERTY DAMAGE LIABILITY | | XXXXXXX | X . | \$ | |
| PERSONAL INJURY PROTECTION (EQUIVALENT NO-FAULT COVERAGE | | | | | |
| COMBINED | ACTUAL | CASH VALU | E OR COST | OF REPAIR WHICHEVER IS LESS; | |
| PHYSICAL DAMAGE | MINUS: | \$ | For Each Co | overed Auto | |
| | ACTUAL | CASH VALU | E OR COST | OF REPAIR WHICHEVER IS LESS; | |
| ☑ COMPREHENSIVE M | MINUS: | \$ 100. | For Each Co | overed Auto | |
| XX | ACTUAL | CASH VALU | E OR COST | OF REPAIR WHICHEVER IS LESS; | |
| K COLLISION | MINUS: | \$ 250. | For Each Co | overed Auto | |
| | ACTUAL | CASH VALU | E OR COST | OF REPAIR WHICHEVER IS LESS; | |
| SPECIFIED PERILS | MINUS: | \$ | For Each Co | overed Auto | |

| CNE OF THE TREMAN'S FUND INSURANCE COMPANIES Will d. W | COUNTERS)GNATURE OF AUTHORIZED AGENT |
|---|--------------------------------------|
| PRESIDENT 10-X | |

A. PHRASE WITH SPECIAL MEANING

In addition to the WORDS AND PHRASES WITH SPECIAL MEANING in the policy, the following phrase has special meaning in this endorsement:

"Leased auto" means an auto leased to you for one year or more, including any substitute, replacement or extra auto needed to meet seasonal or other needs, under a leasing agreement which requires you to provide direct primary insurance for the lessor.

- B. Any leased auto designated or described in this endorsement will be considered a covered auto you own and not a covered auto you hire or borrow. For a covered auto which is a leased auto WHO IS INSURED is changed to include as an insured the lessor named in this endorsement. However, the lessor is an insured only for bodily injury or property damage resulting from the acts or omissions of:
 - 1. You
 - 2. Any of your employees or agents.
 - 3. Any person, except the lessor or any employee or agent of the lessor, operating a leased auto with the permission of any of the above.

C. LOSS PAYABLE CLAUSE

- 1.4 We will pay you and the lessor named in this endorsement for loss to a leased auto, as interest may appear.
- 2. The insurance covers the interest of the lessor unless the loss results from fraudulent acts or omissions on your part.
- 3. If we make any payment to the lessor, we will obtain his rights against any other party.

D. CANCELLATION

- 1. If we cancel the policy, we will mail notice to the lessor in accordance with CANCELLING THIS POLICY DURING THE POLICY PERIOD.
- 2. If you cancel the policy, we will mail notice to the lessor.
- 3. Cancellation ends this agreement.
- E. The lessor is not liable for payment of your premiums.

Named Insured ANGELES CHEMICAL CO. INC. Sequential Endonsement No.



COMPANIES

CHANGE ENDORSEMENT

Effective 03/13/86, 12:01 A.M., Standard Time at the address of the insured

This is an Endorsement only. Other than changes shown, all other pre-extisting coverage remains in full force and effect. Premium adjustments are shown.

PREMILIM SUMMARY:

ADDITIONAL PREMIUM DUE NOW

\$1,366.00

The Francism shown includes Adjustable Francismis). Refer to Francism Adjustment Information attached.

BUSINESS AUTO POLICY - THE FOLLOWING ITEMS ARE ADDED TO THE SCHEDULE OF COVERED AUTOS YOU OWN:

AUTO YR VEHICLE DESCRIPTION AND VEHICLE ID NO. GARAGE LOCATION

OTC OTC COV LIMIT OTC

DED

COLL DED

0048 86 OLDS CUSTOM CRUISER S/W

COMP

£ 100 \$ 250

COVINA

COVERÁGES AFFORDED (INDIGATED BY "X" IN COVERÁGE COLUMN)

NO.

LIAB MED UM UIM PIP PPI OTC

COLL

TOW

Producer: MAX BEHM & ASSOCIATES, INC

Dates 08/28/86

END OF CHANGE ENDORSEMENT

Named Insured
ANGELES CHEMICAL CO. INC.

Sequential Endorsement No.

004

Fage 1



CHANGE ENDORSEMENT

Effective 03/26/86, 12:01 A.M., Standard Time at the address of the insured

This is an Endorsement only. Other than changes shown, all other pre-extating coverage remains in full force and effect. Fremium adjustments are shown.

PREMIUM SUMMARY:

RETURN PREMIUM DUE NOW

\$1,101.00

The Premium shown includes Adjustable Premium(s). Refer to Premium Adjustment Information attached.

BUSINESS AUTO POLICY - THE FOLLOWING ITEMS ARE DELETED FROM THE SCHEDULE OF COVERED AUTOS YOU OWN:

AUTO YR VEHICLE DESCRIPTION AND VEHICLE ID NO.

NO. GARAGE LOCATION

0039 84 TOYOTA CRESSIDA 3332

SANTA FE SPRINGS CA 90670

BUSINESS AUTO POLICY - UNDER ITEM FOUR INTEREST OF THE FOLLOWING LOSS PAYEES IS AMENDED TO APPLY AS FOLLOWS:

LOSS PAYEES: EXCEPT FOR TOWING, ALL PHYSICAL DAMAGE LOSS IS PAYABLE TO YOU AND THE LOSS PAYER NAMED BELOW AS INTEREST MAY APPEAR AT TIME OF THE LOSS

NAME AND ADDRESS OF LOSS PAYEE

AS RESPECTS AUTO NO. (S)0036

BANK OF AMERICA

1840 LONG BEACH BLVD.

LONG BEACH

CA 90806

Countersignature:

Producer: MAX BEHM & ASSOCIATES, INC

Dater 08/28/86

Named Insured ANGELES CHEMICAL CO. INC. - Sequential Endorsement No. Page 005



INSUHANCE COMPANIES

CHANGE ENDORSEMENT

Effective 04/48/86, 12:01 A.M., Standard Time at the address of the insured

This is an Endorsement only. Other than changes shown, all other pre-existing coverage remains in full force and effect. Premium adjustments are shown.

RETURN PREMIUM DUE NOW

\$945.99

PREMIUM SUMMARY:

The Premium shown includes Adjustable Premium(s). Befor to Premium Adjustment Information attached.

BUSINESS AUTO FOLICY - THE FOLLOWING ITEMS ARE DELETED FROM THE SCHEDULE OF COVERED AUTOS YOU OWN:

AUTO YR VEHICLE DESCRIPTION AND VEHICLE ID NO.

GARAGE LOCATION . NO.

0036 84 BUICK REGAL 2337

MUNTINGTON BEACH CA

BUSINESS AUTO POLICY - UNDER ITEM FOUR THE FOLLOWING LOSS PAYEES ARE DELETED FROM THE POLICY

NAME AND ADDRESS OF LOSS PAYEE

AS RESPECTS AUTO NO. (500036

BANK OF AMERICA

BANK OF AMERICA 1840 LONG BEACH BLVD. LONG BEACH

Producers MAX BENM & ASSOCIATES, INC .

Dates 68/28/86

Named Insured ANGELES CHEMIÇAL CO. INC. Sequential Endorsement No.

006

Page

FIREMAN'S FUND INSURANCE MAIL ADDRESS NOVATO GALIFORNIA

CHANGE ENDORSEMENT

Effective 04/21/86, 12:01 A.M., Standard Time at the address of the insured

This is an Endorsement only. Other than changes shown, all other pre-existing coverage remains in full force and effect. Premium adjustments are shown.

PREMIUM SUMMARY:

RETURN PREMIUM DUE NOW

\$813.80

The Premium shown includes Adjustable Premium(s). Refer to Premium Adjustment Information attached.

BUSINESS AUTO POLICY - THE FOLLOWING ITEMS ARE DELETED FROM THE SCHEDULE OF COVERED AUTOS YOU OWN:

AUTO YR VEHICLE DESCRIPTION AND VEHICLE ID NO.

NO -

GARAGE LOCATION

6884

80 OLDS

COVINA

CA

Countersignatures

Producer: MAX BEHM & ASSOCIATES, INC

Date: 08/28/86

Named Insured ANGELES CHEMICAL CO. INC.

Sequential Endorsement No. Page 007

CHANGE ENDORSEMENT

Effective 07/04/86, 12:01 A.M., Standard Time at the address of the insured

This is an Endorsement only. Other than changes shown, all other pre-existing coverage remains in full force and effect. Fremium adjustments are shown.

PREMIUM SUMMARY:

ADDITIONAL PREMIUM DUE NOW

FUND

MAIL ADDRESS

The Fremium shown includes Adjustable Fremium(s). Refer to Premium Adjustment Information attached.

BUSINESS AUTO POLICY - THE FOLLOWING ITEMS ARE ADDED TO THE SCHEDULE OF COVERED AUTOS YOU OWN:

AUTO YR VEHICLE DESCRIPTION AND VEHICLE ID NO.

OTC OTC OTC COLL

NO. GARAGE LOCATION
0849 85 HONDA ACCORD LX 9227

COMP

\$ 100 \$ 250

BANTA FE SPRINGS CA 90670

AUTO

COVERAGES AFFORDED (INDICATED BY "X" IN COVERAGE COLUMN)

NO.

LIAB MED UM UIM PIP PPI OTC COLL X X

ENDORSEMENTS - OTHER AUTOMOBILE COVERAGE

- IT IS AGREED THAT SUCH INSURANCE AS IS AFFORDED BY THE POLICY APPLIES TO ANY PERSON OR ORGANIZATION NAMED BELOW,

AS AN INSURED, SOLELY AS RESPECTS THE OPERATION OR MAINTENANCE OF THE VEHICLE SCHEDOLED BELOW OR REPLACEMENT THEREOF.

JOHN & JAYNCE LOCKE

1 1985 HONDA ACCORD. LX 19227

Countersignatures

Producer: MAX BEMM & ASSOCIATES, INC.

Date: 08/29/86 20127/86

END OF CHANGE ENDORSEMENT

FFIC EPA_0000317

Named Insured ANGELES CHEMICAL CO. INC. Sequential Endorsement No.

800

图如圆廊



CHANGE ENDORSEMENT

Effective 01/01/84, 12:01 A.M., Standard Time at the address of the insured

.This is an Endorsement only. Other than changes shown, all other pre-existing coverage remains in full force and effect. Fremium adjustments are shown.

PREMIUM SUMMARY:

RETURN PREMIUM DUE NOW

OTO

ÇOV

\$147,00

The Premium shown includes Adjustable Premium(a). Refer to Premium Adjustment Information attached.

BUSINESS AUTO POLICY - THE INSURANCE AFFORDED THE FOLLOWING ITEMS IN THE SCHEDULE OF AUTOS YOU OWN IS AMENDED TO APPLY AS FOLLOWS:

YR VEHICLE DESCRIPTION AND VEHICLE ID NO. AUTO

OTO LIMIT OTO COLL :

NO. CM GARAGE LOCATION

3295

DED DED

86 OLDS CUTLASS 0046

COMP

500 \$

RIVERSIDE

CA

COVERAGES AFFORDED (INDICATED BY "X" IN COVERAGE COLUMN)

TOW

AUTO COLL MED UIM UM NO. LIAB X 0046 X

Countersignature: ___

Producer: MAX BEHM & ASSOCIATES, INC

· Marchille

Dates 10/01/86

Named Insured ANGELES CHEMICAL CO. INC. Sequential Endorsement No.

009

Page -1



MAIL ADDRESS

CHANGE ENDORSEMENT

EEFgative 03/13/86, 12:01 A.M., Standard Time at the address of the insured

This is an Endorsement only. Other than changes shown, all other pre-existing . coverage remains in full force and effect. Premium adjustments are shown.

PREMIUM SUMMARY:

RETURN, PREMIUM DUE NOW

\$190.00

The Premium shown includes Adjustable Premium(s). Refer to Premium Adjustment Information attached.

BUSINESS AUTO POLICY - THE INSURANCE AFFORDED THE FOLLOWING ITEMS IN THE SCHEDULE OF AUTOS YOU OWN IS AMENDED TO APPLY AS FOLLOWS:

VEHICLE DESCRIPTION AND VEHICLE ID NO. AUTO : YR

OTC LIMIT 07 C. DED

QULL DED

GARAGE LUCATION 9048 86 OLDS CUSTOM CRUISER S/W 3746

QUV. COMP

OTO

500 ***** 500

COVINA

TOW

COVERAGES AFFORDED (INDICATED BY "X" IN COVERAGE COLUMN) AUTO: OTC UM UIM COLL NO. LIAB MED 0048

Countersignature:

Producer: MAX BEHM & ASSOCIATES, INC

· 福州 小学是

Date: 10/01/86

END OF CHANGE ENDORSEMENT

FFIC_EPA_0000319

Named Insured ANGELES CHEMICAL CO. INC. Sequential Endorsement No.

010

Page

FIREMAN'S FUNO INSURANCE COMPANIES MAIL ADDRESS NOVATO CALIFORNIA

CHANGE ENDORSEMENT

Effective 07/04/86, 12:01 A.M., -Standard Time at the address of the insured

This is an Endorgement only. Other than changes shown, all other pre-existing coverage remains in full force and effect. Premium adjustments are shown.

PREMIUM SUMMARY:

RETURN PREMIUM DUE NOW

\$80.00

The Fremium shown includes Adjustable Fremium(s). Refer to Fremium Adjustment Information attached. 🔧

BUSINESS AUTO POLICY - THE INSURANCE AFFORDED THE FOLLOWING ITEMS IN THE SCHEDULE OF AUTOS YOU OWN IS AMENDED TO APPLY AS FOLLOWS:

AUTO YR VEHICLE DESCRIPTION AND VEHICLE ID NO. МÖ. GARAGE LOCATION

OTC OTC

 $0 \text{ TC} \cdot$

COLL DED DED

85 HONDA ACCORD LX D049

9227

COMP

COV

SANTA FE SPRINGS

CA 90670

500

AUTO

COVERAGES AFFORDED (INDECATED BY "X" IN COVERAGE COLUMN)

LIAB

MED

WU UIM PIP 199 OTC

LIMIT

COLL

. TOW

Producer: MAX BEHM & ASSOCIATES, INC

south - The

Date: 10/01/88

END OF CHANGE ENDORSEMENT

FFIC_EPA_0000320

Named Insured ANGELES CHEMICAL CO. INC.

Sequential Endopsement No. Page
011 1

EIREMAN'S

FIREMAN'S
FUND
INSURANCE
COMPANIES
MAIL ADDRESS
NOVATO
CALIFORNIA

CHANGE ENDORSEMENT

Exfective 10/01/86, 12:01 A.M., Standard Time at the address of the insured

This is an Endorsement only. Other than changes shown, all other pre-existing coverage remains in full force and effect. Fremlum adjustments are shown.

PREMIUM SUMMARY:

ADDITIONAL PREMIUM DUE NOW

\$0.00

The Name of the Named Incured is amended to read:
ANGELES CHEMICAL CO., INC. & STALLION TANK LINES, INC.
HORTZ OIL COMPANY

Countersignature: __

Producer: MAX BEHM & ASSOCIATES, INC

Date: 10/08/86

Named Insured ANGELES CHEMICAL CO. INC.

Sequential Endorsement No. 012

កាស់ឡាម ជ

FIREMAN'S
FUND
INSURANCE
COMPANIES

CHANGE ENDORSEMENT

Effective 10/01/86, 12:01 A.M., Standard Time at the address of the insured

This is an Endorsement only. Other than changes shown, all other pre-existing coverage remains in full force and affect. Fremium adjustments are shown.

PREMIUM SUMMARY:

ADDITIONAL PREMIUM DUE NOW

\$417.00

The Framium shown includes Adjustable Framium(s). Refer to Franium Adjustment Information attached.

The Name of the Named Insured is amended to read:

ANGELES CHEMICAL CO., INC. & STALLION TANK LINES, INC... BORTZ OIL COMPANY

BUSINESS AUTO POLICY - THE FOLLOWING ITEMS ARE ADDED TO THE SCHEDULE OF COVERED AUTOS YOU OWN:

| AUTO. | YF | VEHICLE DESCRIPTION | ANI |) VEHICLE | $\mathfrak{X}\mathfrak{D}$ | NO. | | DTC | OTO | . OTO | , | COL | |
|---------------|-----|----------------------|------|-----------|----------------------------|-----|-------|--------|-------|-------|-----|------|-----|
| NO | | GARAGE LOCATION | | | | 4 | | COV | LIMIT | DEC | 1 | DE, | j , |
| 0050 | 64 | GMC 2 AXLE STAKE TRU | CK - | 049R | | | | COMP | | * . | 500 | \$ | 500 |
| 7 10 - | | SANTA FE SPRINGS | CA | 90670 | | | Ē. | | | | | | |
| 0051 | 60 | GMC 2 AXLE TANKER | , | H080 | | | r 5 | COMP | | | 500 | \$ - | 500 |
| · · · · · · · | | SANTA FE SPRINGS | CA | 90670 - | | * | | 7 | | 1.0 | | . ' | |
| 0052 | 86 | GMC 3 AXLE VAN | | 078R | - | | | COMP | | . \$ | 500 | \$ | 500 |
| * | | SANTA FE SERINGS | CA | 90670 | | 4 4 | | | 4 | | | | , |
| 0053 | .73 | FORD 2 AXLE VAN | | 2432 | | | | COMP | | | 500 | \$ | 500 |
| 4 | | SANTA FE SPRINGS | CA | 90670 | | | | | r , | 1 2 | 7.9 | | |
| 0054 | 79 | GMC TRACTOR 3 AXLE | | - 5001 | | | | COMP | | | 500 | \$ | 500 |
| | | SANTA FE SPRINGS | ΩA | 90670 | * | | | | | | - | | - |
| 0055 | 57 | FRUHAUF TRAILER | | 8980 | | | | COMP | | . \$ | 500 | \$ | 500 |
| | | SANTA FE SPRINGS | CA | 9.0670 | | | | | | | | | |
| 0056 | 60 | TRAILMODILE VAN | | 5218 | | | | COMP , | | * | 500 | \$ | 500 |
| | | SANTA FE SPRINGS | Çή | 90670 | | | | | | | | | |
| | | | | | | | | | | | | | |

| AUTO | 17 | COVERAGE | is affor | DED: CINDI | CATED BY | TOOL R | CM COA | ERAGE CO | L UM | 10 | |
|------|-----|----------|----------|------------|----------|--------|--------|----------|------|------|-----|
| NO. | *** | LIAB | MED | ; UM | · UIM . | PIP | PPI | OTC | | COLL | WOT |
| 0050 | | | | | | | | · X | 3 | × | 4 |
| - | | | | | | | ; | | * . | | |
| 0051 | | 1.5 | | | | | ₹. | , X | | Х | |
| 0052 | | | | · · | | | | × | | Χ . | |

Countersianstures

Producer: MAX BEHM & ASSOCIATES, INC

Date: 12/12/86

CHANGE ENDORSEMENT CONTINUED ON PAGE

Numer Insured ANGELES CHEMICAL CO. INC.

Sequential Endousement No. 012 (continued)

Page



| AUTO | COVERAGES | | | | | | | | |
|-------------|-----------|-------|----|-----|-----|-----|------------|------|-----|
| NO. 0053 | LIAB | MED . | UM | UIM | PIP | PPI | OTO X - | COLL | TOW |
| 0054 | | | | | | | х | · x | |
| 0055 | <u>4</u> | | | | | | X | . х | |
| 0056 | | | | | | | × | 4 x | |

Named Insured ANGELES CHEMICAL CO. INC.

Page Sequential Endorsement No.

PUND COMPANIES

MAIL ADDRESS

CHANGE ENDORSEMENT

Effective 10/15/86, 12:01 A.M., Standard Time at the address of the insured

This is an Endonsement only. Other than changes shown, all other pre-existing coverage penains in full force and effect. Premium adjustments are shown.

PREMIUM SUMMARY:

RETURN PREMIUM DUE NOW

\$240.00

The Frenium shown includes Adjustable Frenium(s). Refer to Frenium Adjustment Information attached.

BUSINESS AUTO POLICY - THE FOLLOWING ITEMS ARE DELETED FROM THE SCHEDULE OF COVERED AUTOS YOU OWN:

AUTO YR VEHICLE DESCRIPTION AND VEHICLE ID NO.

GARAGE LOCATION

0712 0038 80 CHEV GAMARO

CA 90670

Countersignatures

Producers MAX BEHM & ASSOCIATES, INC

Date: 12/12/86

Named Insured ANGELES CHEMICAL CO. INC.

Sequential Endorsement No. . 014

EUND

COMPANIES

CHANGE ENDORSEMENT:

Effective 11/24/86, 12:01 A.M., . Standard Time at the address of the insured

This is an Endorsement only. Other than changes shown, all other pre-extering coverage remains in full force and effect. Premium adjustments are shown.

PREMIUM SUMMARY:

ADDITIONAL PREMIUM DUE NOW

\$142.00

The fremium shown includes Adjustable Promium(s). . Hefor to Premium Adjustment Information aptached.

BUSINESS AUTO POLICY - THE FOLLOWING ITEMS ARE ADDED TO THE SCHEDULE OF COVERED AUTOS YOU OWN:

AUTO YR VEHICLE DESCRIPTION AND VEHICLE ID NO. OTC . OTC . OTC

NO.

GARAGE LOCATION

COV LIMIT DED

0057 79 LINCOLN CONTINENTAL LIMO 5540 SANTA FE SPRINGS CA 90670 COMP

£ \$1,000 \$1,000

COVERAGES AFFORDED (INDICATED BY "X" IN COVERAGE COLUMN)

LIAS MED UM UIM NO.

Countersignstures

Producer: MAX BEHM & ASSOCIATES, INC

Date: 02/03/87 -

Named Insured :
ANGELES CHEMICAL CO. INC.

- Sequential Endorsement No. Page

FIREMAN'S
FUND
INSURANCE
COMPANIES
MAIL ADDRESS
NOVATO

CHANGE ENDORSEMENT

Effective 12/01/86, 12:01 A.M., Standard Time at the address of the insured

This is an Endorsement only. Other than changes shown, all other pre-existing coverage remains in full force and effect. Premium adjustments are shown.

PREMIUM SUMMARY:

RETURN PREMIUM DUE NOW

\$11.00

The Premium shown includes Adjustable Premium(s). Refer to Premium Adjustment Information attached.

BUSINESS AUTO POLICY - THE FOLLOWING ITEMS ARE DELETED FROM THE SCHEDULE OF COVERED AUTOS YOU OWN:

AUTO YR VEHICLE DESCRIPTION AND VEHICLE ID NO.

NO. GARAGE LOCATION

0053 73 FORD 2 AXLE VAN 2432

SANTA FE SPRINGS . CA 90670

Countersignature: __

Producer: MAX BEHM & ASSOCIATES, INC

Date: 02/03/87

POLICY NUMBER 2 49 MXC 80008534

NAMED INSURED ANGELES CHEMICAL CO. INC.

RATING FERIOD 01-01-86 TO 01-01-87

FIREMAN'S FUND INSURANCE COMPANIES MAIL ADDRESS BAN FRANCISCO CALIFORNIA

GENERAL LIABILITY SCHEOULE

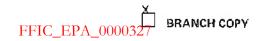
Locations

LOC 001 Address 8915 SORENSON AVENUE SANTA FE SPRINGS CA 90670

| PREMISES HAZARDS | | Rates | | | | |
|------------------------------------|----------------------|---------|----------------|--|--|--|
| | Premium Base / | Bodily | Property | | | |
| Description(s) of Hazard(s) | Exposure | Injury | Damage | | | |
| DWELLING-1 FAMLESSOR'S RISK ONLY | EACH | | | | | |
| LOC 001 | 1 | D4.1094 | 2.4250 | | | |
| OPERATIONS HAZARDS | | Ra | tes | | | |
| | Premium Base / | Bodily | Property | | | |
| Description(s) of Hazard(s) | Exposure | Injury | Damage | | | |
| CHEMICAL MFG-INDUSTRIAL | PAYROLL/REMUNERATION | | | | | |
| LOC Q01 | 190,000 190,000 | 4.1962 | .6431 .4947 | | | |
| PRODUCTS/COMPL. OPER. HAZAROS | | Ra | t es | | | |
| | Premium Base / | Bodily | | | | |
| Description(s) of Hazard(s) | Exposure | Injury | Damage | | | |
| CHEMICAL MFG-NOC | RECEIPTS | | | | | |
| | 2,200,000 | 5.1120 | 1.1491 | | | |
| MANUFACTURERS REPRESENT RETAIL | RECEIPTS | | | | | |
| | 8,700,000 | 1.6272 | -9850 | | | |
| WHOLESALE STORES-NOT FOOD OR DRINK | RECEIPTS | | | | | |
| | 3,700,000 | 1.6272 | .9850 | | | |

END OF GENERAL LIABILITY SCHEDULE(S)





POLICY NUMBER 2 49 MAC 80006534

NAMED INSURED

ANGELES CHEMICAL CO. INC.



GENERAL LIABILITY DECLARATIONS

INSURANCE IS PROVIDED ONLY FOR THOSE COVERAGES, LIMITS OF LIABILITY AND ENDORSEMENTS SHOWN BELOW.

GENERAL LIABILITY COVERAGES

LIMITS OF LIABILITY

COMPREHENSIVE GENERAL LIABILITY COVERAGE PART

COMBINED BODILY INJURY AND PROPERTY DAMAGE LIABILITY

\$500,000 EACH OCCURRENCE \$500,000 AGGREGATE

GENERAL LIABILITY ENDORSEMENT(S)

GENERAL LIABILITY MULTI-COVER (R) (105161-09-83)

PERSONAL INJURY LIABILITY AGGREGATE LIMIT SHALL BE THE PER OCCURRENCE BODILY INJURY LIABILITY LIMIT UNLESS OTHERWISE INDICATED HEREIN:

PREMISES MEDICAL PAYMENTS LIMIT OF LIABILITY: \$1000 EACH PERSON UNLESS OTHERWISE INDICATED HEREIN:

AMENDATORY ENDORSEMENT - ADDITIONAL DEFINITION (GL 00 19 07 78)

AMENDATORY ENDORSEMENT (GL 00 32 04 84)

OTHER GENERAL LIABILITY ENDORSEMENTS

001 POLLUTION EXCLUSION (GL 21 33 02 85)

002 SUPPLEMENTARY STATE ENDORSEMENT-CALIFORNIA AMENDATORY

CANCELLATION ENDORSEMENT (141376 06 85)

003 AMENDMENT OF POLICY-ADDITIONAL CONDITION (105244 08 BOREV)

THE AUDIT PERIOD SHALL BE ANNUALLY

END OF GENERAL LIABILITY DECLARATIONS.

BR.

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INSURED'S COPY

COMMERCIAL LIABILITY COVERAGE

POLICY COVERAGE

GENERAL LIABILITY

Comprehensive General Liability Insurance

These Declarations Are Issued In Conjunction With And Are Part Of Policy Form GL 00 02 01 73.

| INSURED | | POLICY NUMBER | SEQUENTIAL NO. | | |
|--|--------------------------|-----------------------|------------------------|--|--|
| PRODUCER | | EFFECTIVE DATE | | | |
| · D. | ECLARATIONS | | | | |
| INSURANCE IS PROVIDED ONLY FOR THOSE COVERAGES FOR DECLARATIONS. | WHICH LIMITS OF LIABILIT | Y ARE STATED IN THE I | PLACE PROYIDED IN THES | | |
| COVERAGES | | LIMITS OF LIA | BILITY | | |
| COMPREHENSIVE GENERAL LIABILITY COVERAGE PART | EAC | H OCCURRENCE | AGGREGATE | | |
| BODILY INJURY LIABILITY | * ₁ , \$ | ,000 \$ | ,000 | | |
| PROPERTY DAMAGE LIABILITY | \$ | ,000 \$ | ,000 | | |
| COMBINED BODILY INJURY AND PROPERTY DAMAGE LIABILITY | \$ | ,000 \$ | ,000 | | |
| THE AUDIT PERIOD SHALL BE: MONTHLY | QUARTE | RLY | ANNUALLY | | |
| | | | | | |
| | · · | · . | | | |
| | | | | | |
| | | | | | |

This Form must be attached to Change Endorsement when issued after the Policy is written.

| one of the Fireman's fund insurance compa i | NIES AS NAMED IN THE POLICY |
|--|-------------------------------|
| nixe) | Alliny Meinesten PRESIDENT |

STOCK NO. 5951 (C)-CGL-11-82

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COMMERCIAL LIABILITY COVERAGE

GENERAL LIABILITY COVERAGE

Comprehensive General Liability Insurance

GL 00 02 01 73

POLICY COVERAGE

These policy provisions, together with all applicable terms, conditions and exclusions of the policy and the coverage parts and endorsements made a part hereof by designation in the Declarations, complete the Liability Coverage of this policy.

COVERAGE PART -- COMPREHENSIVE GENERAL LIABILITY INSURANCE

1. INSURING AGREEMENT

The Company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of bodily injury or property damage to which this insurance applies, caused by an occurrence, and the Company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the Company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the Company's liability has been exhausted by payment of judgments or settlements.

2. EXCLUSIONS

This insurance does not apply:

- (a) to liability assumed by the insured under any contract or agreement except an incidental contract; but this exclusion does not apply to a warranty of fitness or quality of the named insured's products or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner;
- (b) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of (1) any automobile or aircraft owned or operated by or rented or loaned to any insured, or (2) any other automobile or aircraft operated by any person in the course of his employment by any insured; but this exclusion does not apply to the parking of an automobile on premises owned by, rented to or controlled by the named insured or the ways immediately adjoining, if such automobile is not owned by or rented or loaned to any in-(c) to bodily injury or property damage arising out of (1) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity or (2) the operation or use of any snowmobile or trailer designed for use therewith;

- (d) to bodily injury or property damage arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to any insured:
- (e) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of (1) any watercraft owned or operated by or rented or loaned to any insured, or (2) any other watercraft operated by any person in the course of his employment by any insured; but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the named insured;
- (f) to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, wapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;
- (g) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to (1) liability assumed by insured under an incidental contract, or (2) expenses for first aid under the Supplementary Payments provision;
- (h) to bodily injury or property damage for which the insured or his indemnitee may be held liable (1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or (2) if not so engaged, as an owner or lessor of premises used for such purposes, if such liability is imposed (i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, or (ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person; but part (ii) of this exclusion does not apply with respect to liability of the insured or his indemnitee as an owner or lessor described in (2) above;

This Endorsement must be attached to Change Endorsement when Issued after the Policy is written.

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY

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PAGE ONE OF FOUR

(i) to any obligation for which the insured or any carrier as his insurer may be held liable under any workers' compensation, unemployment compensation or disability benefits law, or under any similar law;

- (j) to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured or to any obligation of the insured to indemnify another because of damages arising out of such injury; but this exclusion does not apply to liability assumed by the insured under an incidental contract;
- (k) to property damage to (1) property owned or occupied by or rented to the insured, (2) property used by the insured, or (3) property in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control; but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to property damage (other than to clevators) arising out of the use of an elevator at premises owned by, rented to or controlled by the named insured;
- (l) to property damage to premises alienated by the named insured arising out of such premises or any part thereof;
- (m) to loss of use of tangible property which has not been physically injured or destroyed resulting from (1) a delay in or lack of performance by or on behalf of the named insured of any contract or agreement, or (2) the failure of the named insured's products or work performed by or on behalf of the named insured to meet the level of performance, quality, fitness or durability warranted or represented by the named insured; but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the named insured's products or work performed by or on behalf of the named insured after such products or work have been put to use by any person or organization other than an insured;
- (n) to property damage to the named insured's products arising out of such products or any part of such products;
- (o) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith:
- (p) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use to the named insured's products or work completed by or for the named insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein.

3. PERSONS INSURED

Each uf the following is an insured under this insurance to the extent set forth below:

(a) if the named insured is designated in the Declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the named insured with respect to the conduct of such a business;

- (b) if the named insured is designated in the Declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (c) if the named insured is designated in the Declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;
- (d) any person (other than an employee of the named insured) or organization while acting as real estate manager for the named insured; and
- (e) with respect to the operation, for the purpose of locomotion upon a public highway, of mobile equipment registered under any other motor vehicle registration law, (i) an employee of the named insured while operating any such equipment in the course of his employment, and (ii) any other person while operating with the permission of the named insured any such equipment registered in the name of the named insured and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;

provided that no person or organization shall be an insured under this paragraph (c) with respect to: (1) bodily injury to any fellow employee of such person injured in the course of his employment, or (2) property damage to property owned by, rented to, in charge of or occupied by the named insured or the employer of any person described in subparagraph (ii).

This insurance does not apply to bodily injury or property damage arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

4. LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, (3) claims made or suits brought on account of bodily injury or property damage or (4) units of mobile equipment to which this policy applies, the Company's liability is limited as follows:

(a) Separate limits of liability for bodily injury liability and property damage liability.

The total liability of the Company for all damages, including damages for care and loss of services, because of bodily injury sustained by one or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the Declarations as applicable to "each occurrence."

Subject to the above provision respecting "each occurrence," the total liability of the Company for all damages because of (1) all bodily injury included within the completed operations hazard and (2) all bodily injury included within the products hazard shall not exceed the limit of bodily injury liability stated in the Declarations as "aggregate."

The total liability of the Company for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in the Declarations as applicable to "each occurrence."

Subject to the above provision respecting "each occurrence," the total liability of the Company for all damages because of all property damage to which this coverage applies and described in any of the numbered subparagraphs below shall not exceed the limit of property damage liability stated in the Declarations as "aggregate": (1) all property damage arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including property damage for which liability is assumed under any incidental contract relating to such premises or operations, but excluding property damage included in subparagraph (2) below; (2) all property damage arising out of and occurring in the course of operations performed for the named insured by independent contractors and general supervision thereof by the named insured, including any such property damage for which liability is assumed under any incidental contract relating to such operations, but this subparagraph (2) does not include property damage arising out of maintenance or repairs at premises owned by or rented to the named insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures; (3) all property damage included within the products hazard and all property damage included within the completed operations hazard.

Such aggregate limit shall apply separately to the property damage described in subparagraphs (1), (2) and (3) above, and under subparagraphs (1) and (2), separately with respect to each project away from premises owned by or rented to the named insured.

(b) Combined single limit of liability for bodily injury and property damage liability.

The total liability of the Company for all damages under all bodily injury liability and property damage liability coverages of this policy because of bodily injury or property damage sustained by one or more persons or organizations as a result of any one occurrence shall not exceed the limit of liability stated in the Declarations for "each occurrence."

Subject to the above provision respecting "each occurrence," the total liability of the Company for all damages arising out of the products hazard and completed operations hazard shall not exceed the limits of liability stated in the Declarations as "aggregate."

Subject to the above provision respecting "each occurrence," the total liability of the Company for all damages because of all property damage to which the policy applies

(i) arising out of premises or operations rated on a remuneration basis or contractors equipment rated on a receipts basis, including liability assumed under any inciden-

tal contract relating to such premises or operations or

(ii) arising out of and occurring in the course of operations, other than maintenance or repairs at premises owned by or rented to the named insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures, performed for the named insured by independent contractors and general supervision thereof by the named insured including liability assumed under any incidental contract relating to such operations

shall not exceed the limit of liability stated in the Declarations as "aggregate." Said aggregate limit of liability shall apply separately to (i) and (ii) and under each separately to each project away from premises owned by or rented to the named insured.

With respect to any occurrence for which notice of this policy is given in lieu of security or when this policy is certified as proof of financial responsibility for the future under the provisions of the motor vehicle financial responsibility law of any state, province or other territorial jurisdiction, the stated limits of liability as respects each occurrence shall be applied to provide the separate limits of liability required by such law for bodily injury liability and property damage liability to the extent of the coverage required by such law, but the separate application of such limits shall not increase the total limit of the Company's liability.

For the purpose of determining the limit of the Company's liability under (a) or (b) above, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

5. POLICY PERIOD; TERRITORY

This insurance applies only to bodily injury or property damage which occurs during the Policy Period within the policy territory.

6. When used as a premium basis:

"admissions" means the total number of persons, other than employees of the named insured, admitted to the event insured or to events conducted on the premises whether on paid admission tickets, complimentary tickets or passes;

"cost" means the total cost to the named insured with respect to operations performed for the named insured during the policy period by independent contractors of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or subcontractor, including all fees, allowances, bonuses or commissions made, paid or due;

"receipts" means the gross amount of money charged by the named insured for such operations by the named insured or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the named insured collects as a separate

STOCK NO. GL 00 02 01 73

PAGE THREE OF FOUR

item and remits directly to a governmental division;

"remuneration" means the entire remuneration carned during the policy period by proprietors and by all employees of the named insured, other than chauffeurs (except operators of mobile equipment) and aircraft pilots and co-pilots, subject to any overtime carnings or limitation of remuneration rule applicable in accordance with the manuals in use by the Company;

"sales" means the gross amount of money charged by the named insured or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair, and includes taxes, other than taxes which the named insured and such others collect as a separate item and remit directly to a governmental division.

GENERAL PROVISIONS

POLICY COVERAGE

140501-06-84

The Company **DOES HEREBY AGREE** with the Insured named in the Declarations made a part hereof, in consideration of the payment of the premium and of the

statements contained in the Declarations, coverage parts and schedules supplementary thereto, and subject to the limits of liability and other terms of this policy:

BASIC INSURING AGREEMENT

COVERAGE. To afford insurance in accordance with the forms and endorsements included in each Coverage for-

ming part of this policy, as designated in the Declarations.

GENERAL POLICY CONDITIONS APPLICABLE TO PROPERTY, LIABILITY, INLAND MARINE AND CRIME COVERAGES ONLY UNLESS LIKE CONDITIONS ARE CONTAINED IN THE INDIVIDUAL COVERAGE FORMS ATTACHED TO THE POLICY IN WHICH THOSE CONDITIONS SHALL APPLY.

- 1. Misrepresentation and Fraud. This entire policy shall be void if, whether before or after a loss, the Insured has concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof, or the interest of the Insured therein, or in case of any fraud or false swearing by the Insured relating thereto.
- 2. Conformity with Statute. The terms of this policy which are in conflict with the statutes of the state wherein this policy is issued are hereby amended to conform to such statutes.
- 3. Assignment. Assignment of interest under this policy shall not bind the Company until its consent is endorsed hereon; if, however, the Named Insured shall die, such insurance as is afforded by this policy shall apply (1) to the Named Insured's legal representative, as the Named Insured, but only while acting within the scope of his duties as such and (2) with respect to the property of the Named Insured, to the person having proper temporary custody thereof, as Insured, but only until the appointment and qualification of the legal representative.
- 4. Cancellation. This policy may be cancelled by the Named Insured by surrender thereof to the Company or any of its authorized agents or by mailing to the Company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the Company by mailing to the Named Insured at the mailing address shown in the Declarations written notice stating when, not less than thirty days thereafter, such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of the surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the Named Insured or by the Company shall be equivalent to mailing.

If the Named Insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Company cancels, earned premium shall be computed pro rata. Premium adjustment may be made at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

- 5. Special Definition. Wherever in any form attached the word "policy" appears it shall mean the coverage of this policy of which such form is a part, or the supplemental policy or policies to which such form applies.
- 6. Liberalization Clause. If during the period that insurance is in force under this policy, or within forty-five (45) days prior to the inception date thereof, this Company adopts, or insurance supervisory authorities approve for this Company, all in conformity with the law, any changes in the forms attached to this policy, by which such form of insurance could be extended or broadened without increased premium charge by endorsement or substitution of form, then such extended or broadened insurance shall inure to the benefit of the Insured hereunder as though such endorsement or substitution of form had been made.
- 7. Inspection and Audit. The Company shall be permitted but not obligated to inspect the Named Insured's property and operations at any time. Neither the Company's right to make inspection or the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the Named Insured or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.

The Company may examine and audit the Named Insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY

William d. delowing

PRESIDENT

PAGE ONE OF FIVE

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STOCK NO. 140501-06-84

STOCK NO. 140501-06-84 PAGE TWO OF FIVE

8. **Policy Period Provisions.** The term of coverage under this policy shall be as specified in the Declarations.

9. **Premium.** The premium stated in the Declarations shall be adjusted in accordance with the premium computation provisions, if any, of the applicable forms included in each coverage of this policy.

If this policy is issued for a period of three years and premium is not paid in advance, the premiums due for each annual period of this policy shall be computed in accordance with the Companies rules, rates, rating plans, premiums and minimum premium in effect (a) on the inception date of each annual period for annualized policies, or (b) on the inception date of the policy for non-annualized policies.

Tentative Premium Provisions

As respects the policy Coverages shown in the Declarations, the premium developed for this policy is based on tentative rates. It is a condition of this policy that when the final rate(s) are promulgated by the Rating Bureau having jurisdiction they will be applied in the development of the Final Premium Due at Inception or in the development of Addition

al or Return Premium due as of the effective date of the final rate(s).

- 10. Declarations. By acceptance of this policy the Named Insured agrees that the stipulations in the Declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the Company or any of its agents relating to this insurance. The Declarations shall include the General Declarations and the Declarations for each coverage provided by the policy.
- 11. Time of Inception. The time of inception and the time of expiration of this policy shall be 12:01 a.m., standard time. To the extent that coverage in this policy replaces coverages in other policies terminating at noon standard time on the inception date of this policy, coverage under this policy shall not become effective until such other coverage has terminated; or, in the event that specific state or jurisdictional law or regulations applicable to any coverage provided require that coverage incept or terminate at 12:00 noon, the time of inception or the time of expiration shall be 12:00 noon.

GENERAL POLICY CONDITIONS APPLICABLE TO LIABILITY COVERAGES UNLESS LIKE CONDITIONS APPEAR IN THE COVERAGE FORMS ATTACHED TO THIS POLICY, IN WHICH CASE THOSE CONDITIONS APPLY. (EXCLUDING AUTO AND GARAGE COVERAGES)

1. Action Against Company. No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the Company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the Company as a party to any action against the insured to determine the insured's liability, nor shall the Company be impleaded by the insured or his legal representative. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the Company of any of its obligations hereunder.

2. Subrogation. In the event of any payment under this policy, the Company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to pre-

judice such rights.

- 3. Financial Responsibility Laws. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, such insurance as is afforded by this policy for bodily injury liability or for property damage liability shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law. The insured agrees to reimburse the Company for any payment made by the Company which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.
- 4. Changes. Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the Company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.
- 5. Aggregate Limit of Liability. Any limit of the Company's liability stated in the Liability Coverage of this policy as "aggregate" shall apply separately to each consecutive annual period of the policy.

DEFINITIONS

When used in this policy (including endorsements forming a part hereof):

"automobile" means a land motor vehicle, trailer or semitrailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include mobile equipment;

"bodily injury" means bodily injury, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting therefrom;

"completed operations hazard" includes bodily injury and property damage arising out of operations or reliance upon a representation or warranty made at any time with respect hereto, but only if the bodily injury or property damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the named insured. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following

times: (1) when all operations to be performed by or on behalf of the named insured under the contract have been completed, (2) when all operations to be performed by or on behalf of the named insured at the site of the operations have been completed, or (3) when the portion of the work out of which injury or damage arises has been put to its intended use by any person or organization, other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The completed operations hazard does not include bodily injury or property damage arising out of

- (a) operations in connection with the transportation of property, unless the bodily injury or property damage arises out of a condition in or on a vehicle created by the loading or unloading thereof.
- (b) the existance of tools, uninstalled equipment or abandoned or unused materials, or
- (c) operations for which the classification stated in the policy or in the Company's manual specifies "including completed operations":
- "elevator" means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof including any car, platform shaft, hoistway, stairway, runway, power equipment and machinery; but does not include an automobile servicing hoist, or a hoist without a platform outside a building if without mechanical power ur if not attached to building walls, or a hod or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet.
- "incidental contract" means any written (1) lease of premises, (2) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (3) undertaking to indemnify a municipality required by municipal ordinance except in connection with work for the municipality, (4) sidetrack agreement, or (5) elevator maintenance agreement;
- "insured" means any person or organization qualifying as an insured in the "Persons Insured" provision of the applicable insurance coverage. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the Company's liability.
- "mobile equipment" means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or
- 1. PREMIUM. All premiums for this policy shall be computed in accordance with the Company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.

rented to the named insured, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle; power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment;

"named insured" means the person or organization named in the Declarations.

"named insured's products" means goods or products manufactured, sold, handled, or distributed by the named insured or by others trading under his name including any container thereof (other than a vehicle), but "named insured's products" shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold:

"occurrence" means an accident, including continuous or repeated exposure to conditions, which results in **bodily injury** or **property damage** neither expected nor intended from the standpoint of the **insured**;

"policy territory" means:

- (1) the United States of America, its territories or possessions, or Canada, or
- (2) international waters or air space, provided the bodily injury or property damage does not occur in the course of travel or transportation to or from any other country, state or nation, or
- (3) anywhere in the world with respect to damages because of bodily injury or property damage arising out of a product which was sold for use or consumption within the territory described in paragraph (1) above, provided the original suit for such damages is borught within such territory;
- "products hazard" includes bodily injury or property damage arising out of the named insured's products or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs away from premises owned by or rented to the named insured and after physical possession of such products has been relinquished to others;
- "property damage" means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period;
- "workers' compensation" includes workmens' compensation where applicable.

CONDITIONS

Premium for the General Liability is included in the estimated annual premium set forth in the Declarations. It is a deposit premium only which shall be eredited to the amount of the earned premium due at the end of each annual policy

STOCK NO. 140501-06-84 PAGE THREE OF FIVE

period. At the close of each period (or part thereof terminating with the end of each annual policy period) designated in the Declarations as the audit period, the earned premium shall be computed for such period and, upon notice thereof to the named insured shall become due and payable. If the total earned premium for each annual policy period is less than the premium previously paid, the Company shall return to the named insured the uncarned portion paid by the named insured.

The named insured shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the Company at the end of the policy period and at such times during the policy period as the Company may direct.

2. OTHER INSURANCE. The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the insured has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the Company's liability under this policy shall not be reduced by the existence of such other insurance.

When both this insuance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the Company shall not be liable under this policy for a greater proportion of the loss than stated in the applicable contribution provision below;

(a) Contribution by Equal Shares. If all of such other valid and collectible insurance provides for the contribution by equal shares, the Company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers

then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.

(b) Contribution by Limits. If any of such other insurance does not provide for contribution by equal shares, the Company shall not be liable for a greater proportion of such loss than the applicable limit of Liability under this policy for such loss bears to the total applicable limit of all valid and collectible insurance against such loss.

3. INSURED'S DUTIES IN THE EVENT OF OCCURRENCE, CLAIM OR SUIT.

- (a) In the event of an occurence, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to the Company or any of its authorized agents as soon as practicable.
- (b) If a claim is made or suit is brought against the **insured**, the **insured** shall immediately forward to the Company every demand, notice, summons, or other process received by him or his representative.
- (c) The insured shall cooperate with the Company and, upon the Company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of injury or damage with respect to which insurance is afforded under this policy; and the insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for the first aid to others at the time of the accident.

SUPPLEMENTARY PAYMENTS

The Company will pay, in addition to the applicable limit of liability:

- (a) all expenses incurred by the Company, all costs taxed against the insured in any suit defended by the Company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the Company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the Company's liability thereon;
- (b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability
- of this policy, and the cost of bail bonds required of the insured because of accident or traffic violation arising out of the use of any vehicle to which this policy applies, not to exceed \$250 per bail bonds, but the Company shall have no obligation to apply for or furnish any such bonds;
- (c) reasonable expenses incurred by the insured for first aid to others at the time of an accident, for **bodily injury** to which this policy applies;
- (d) reasonable expenses incurred by the insured at the Company's request in assisting the Company in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed \$25 per day.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)

This endorsement modifies the provisions of this policy relating to all General Liability and Medical Payments.

It is agreed that:

- 1. This policy does not apply:
- A. Under any Liability Coverage, to bodily injury or property damage

(1) with respect to which an insured under this policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limits of liability; or

- (2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America or any agency thereof, with any person or organization.
- B. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- C. Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if
- (1) the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;
- (2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
- (3) the **bodily injury** or **property dumage** arises out of the furnishing by an **insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **nuclear facility**, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to **property damage** to such **nuclear facility** and any property thereat.
- II. As used in this endorsement:
- "hazardous properties" includes radioactive, toxic or explosive properties;
- "nuclear material" means source material, special nuclear material or byproduct material;

- "source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;
- "spent fuel" means any fuel element or fuel component solid or liquid, which has been used or exposed to radiation in a nuclear reactor;
- "waste" means any wuste material
- (a) containing by-product material other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content, and
- (b) resulting from the operation by any person or organization of any nuclear facility included under the first two paragraphs of the definition of nuclear facility.
- "nuclear facility" means
- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating, or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235.
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,
- and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;
- "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.
- "property damage" includes all forms of radioactive contamination of property.

IN WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary, but it shall not be binding upon us unless it is countersigned on the Declarations page by one of our duly authorized agents.

SECRETARY

Ju Senedie

PRESIDENT

William I delimin

GENERAL LIABILITY

Amendatory Endorsement

POLICY AMENDMENT

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This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE OWNERS AND CONTRACTORS PROTECTIVE LIABILITY INSURANCE STOREKEEPERS INSURANCE SMP LIABILITY INSURANCE

It is agreed that the exclusion relating to **bodily injury to** any employee of the **insured** is deleted and replaced by the following:

This insurance does not apply:

- (i) to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured for which the insured may be held liable as an employer or in any other capacity;
- (ii) to any obligation of the insured to indemnify or contribute with another because of damages arising out of the bodily

injury; or

(iii) to **bodily injury** sustained by the spouse, child, parent, brother, or sister of an employee of the **insured** as a consequence of **bodily injury** to such employee arising out of and in the course of his employment by the **insured**;

This exclusion applies to all claims and suits by any person or organization for damages because of such bodily injury including damages for care and loss of services.

This exclusion does not apply to liability assumed by the insured under an incidental contract.

This Form must be attached to Change Endorsement when issued after the Policy is written.

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY

William d. delawill

PRESIDENT

GENERAL LIABILITY

Pollution Exclusion

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POLICY AMENDMENT

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE
CONTRACTUAL LIABILITY INSURANCE
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY INSURANCE
OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE
SMP LIABILITY INSURANCE
STOREKEEPERS INSURANCE

It is agreed that the exclusion relating to the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants is replaced by the following:

- (1) to bodily injury or property damage arising out of the actual, alleged or threatened discharge, dispersal, release or escape of pollutants:
- (a) at or from premises owned, rented or occupied by the named insured;
- (b) at or from any site or location used by or for the named insored or others for the handling, storage, disposal, processing or treatment of waste;
- (c) which are at any time transported, handled, stored, treated, disposed of, or processed as waste by or for the named insured or any person or organization for whom the named insured may be legally responsible; or

- (d) at or from any site or location on which the named insured or any contractors or subcontractors working directly or indirectly on behalf of the named insured are performing operations:
- (i) if the pollutants are brought on or to the site or location in connection with such operations; or
- (ii) if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize the pollutants.
- (2) to any loss, cost or expense arising out of any governmental direction or request that the named insured test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants.

Pollutants means any solid, liquid, gascous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

Signature of Insured

This Form must be attached to Change Endorsement when issued after the Policy is written.

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY

William d. delinis

PRESIDENT

GENERAL PROVISIONS

Supplementary State Endorsement

California

E E HILL ON BOUNDARY

UNLESS INDICATED OTHERWISE THE FOLLOWING PROVISIONS SHALL APPLY TO PROPERTY, LIABILITY, AND OPTIONAL COVERAGES WHICH MAY BE INSURED BY THIS POLICY

CALIFORNIA AMENDATORY CANCELLATION ENDORSEMENT (141376-6-85)

Regardless of any policy or coverage cancellation provision that states otherwise, if the premium for this policy is not paid when due we may mail or deliver our cancellation for nonpayment of premium by giving you at least 10 days notice. The remaining cancellation provisions are not changed.

This Form must be attached to Change Endorsement when issued after the Policy is written.

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY.

II XCL

PRESIDENT

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GENERAL LIABILITY

Amendatory Endorsement-Additional Definition

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POLICY AMENDMENT

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

GENERAL LIABILITY INSURANCE AND SMP LIABILITY INSURANCE

It is agreed that the following definition is added:

"loading or unloading", with respect to an automobile, means the handling of property after it is moved from the place where it is accepted for movement into or onto an automobile or while it is being moved from an automobile to the

place where it is finally delivered, but "loading or unloading" does not include the movement of property by means of a mechanical device (other than a hand truck) not attached to the automobile.

This Form must be attached to Change Endorsement when issued after the Policy is written.

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY

William d. delini

II XCL

: PRESIDENT

· GENERAL LIABILITY

General Liability Multi-Cover®

105161-09-81

POLICY AMENDMENT

IF THE POLLOWING EXPORMATION IS NOT COMPLETE, REFER TO THE APPROPRIATE DECLARATIONS ATTACHED TO THE POLICY.

| • | POLICY NUMBER . | SEQUENTIAL NO. |
|---|-----------------|----------------|
| | EFFECTIVE DATE | |
| | | EFFECTIVE DATE |

DECLARATIONS

PERSONAL INJURY AND ADVERTISING LIABILITY AGGREGATE LIMIT SHALL BE THE PER OCCURRENCE BOOKLY INJURY LIABILITY LIMIT UNLAWS OTHERWISE INDICATED HERBIN

STADBEDOA 600.

PREMISES MEDICAL PAYMENTS COVERAGE LIMIT OF LIABILITY \$1,000 EACH PERSON UNLESS OTHERWISE INDICATED REGION

ON MACH PERSON

Such insurance as is afforded by the Policy for Comprehensive General Liability Insurance or Storekeeper's Insurance is amended to include the following additions and extensions of coverage:

I. CONTRACTUAL LIABILITY COVERAGE

- (A) The definition of incidental contract is extended to include any oral or written contract or agreement relating to the conduct of the named insured's business.
- (B) The insurance afforded with respect to liability assumed under an incidental contract is subject to the following additional exclusions:
- (1) to bodily injury or property damage for which the insured has assumed liability under any incidental contract, if such injury or damage occurred prior to the execution of the incidental contract;
- (2) if the immured is an architect, engineer or surveyor, to bedly injury or property damage arising out of the rendering of or the failure to render professional services by such immured, including
- (a) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, and
- (b) supervisory, inspection or engineering services:

- (3) if the indemnitee of the insured is an architect, engineer or surveyor, to the liability of the indemnitee, his agents or employees, arising out of
- (a) the preparation or approval of or the failure to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or
- (b) the giving of or the failure to give directions or instructions by the indemnitee, his agents or employees, provided such giving or failure to give is the primary cause of the bodily injury or property damage;
- (4) to any obligation for which the insured may be held liable in an action on a contract by a third party beneficiary for bodily injury or property damage arising out of a project for a public authority; but this exclusion does not apply to an action by the public authority or any other person or organization engaged in the project;
- (5) to bedily injury or property damage arising out of construction or demolition operations, within 50 feet of any railroad property, and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing; but this exclusion does not apply to sidetrack agreements, or easement or license agreements in connection with vehicle or pedestrian private railroad crossings at grade.
- (C) The following exclusions applicable to Coverages A (Bodily Injury) and B (Property Damage) do not apply to

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this Contractual Liability Coverage: (b), (c) (2), (d) and (e),

(D) the following additional condition applies:

Arbitration

The company shall be entitled to exercise all of the insured's rights in the choice of arbitrators and in the conduct of any arbitration proceeding.

2. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY COVERAGE

- . (A) The company will pay on behalf of the issured all sums which the issured shall become legally obligated to pay as damages because of personal lajury or advertising injury to which this insurance applies, sustained by any person or organization and arising out of the conduct of the named insured's business, within the policy territory, and the company shall have the right and duty to defend any suit against the issured seeking damages on account of such injury, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.
- (B) This insurance does not apply:
- (I) to liability assumed by the insured under any contract or agreement;
- (2) to personal injury or advertising lajury arising out of the wilful violation of a penal statute or ordinance committed by or with the knowledge or consent of the insured;
- (3) to personal injury or advertising injury arising out of a publication or utterance of a libel or slander, or a publication or utterance in violation of an individual's right of privacy, if the first injurious publication or utterance of the same or similar material by or on behalf of the named insured was made prior to the effective date of this insurance;
- (4) to personal injury or advertising injury arising out of libel or slander or the publication or utterance of defamatory or disparaging material concerning any person or organization or goods, products or services, or in violation of an individual's right of privacy, made by or at the direction of the insured with knowledge of the falsity thereof;
- (5) to personal injury or advertising injury arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in the declarations of the policy as a named insured;
- (6) to advertising injury arising out of
- (a) failure of performance of contract, but this exclusion does not apply to the unauthorized appropriation of ideas based upon alleged breach of implied contract, or

- (b) infringement of trademark, service mark or trade name, other than titles or slogans, by use thereof on or in connection with goods, products or services sold, offered for sale or advertised, or
- (c) incorrect description or mistake in advertised price of goods, products or services sold, offered for sale or advertised;
- (7) with respect to advertising lajury
- (a) to any insured in the business of advertising, broadcasting, publishing or telecasting, or
- (b) to any injury arising out of any act committed by the insured with actual malice.

(C) Limits of Liability

Regardless of the number of (1) insureds hereunder, (2) persons or organizations who sustain injury or damage, or (3) claims made or suits brought on account of personal injury or advertising injury, the total limit of the company's liability under this coverage for all damages shall not exceed the limit of liability stated in this endorsement as "aggregate".

(D) Additional Definitions

- "Advertising Injury" means injury arising out of an offense committed during the policy period occurring in the course of the named insured's advertising activities, if such injury arises out of libel, slander, defamation, violation of right of privacy, piracy, unfair competition, or infringement of copyright, title or alogan.
- "Personal Injury" means injury arising out of one or more of the following offenses committed during the policy period:
- (i) false arrest, detention, imprisonment, or malicious prosecution;
- (2) wrongful entry or eviction or other invasion of the right of private occupancy;
- (3) a publication or utterance
- (a) of a libel or stander or other defamatory or disparaging material, or
- (b) in violation of an individual's right of privacy:

except publications or utterances in the course of or related to advertising, broadcasting, publishing or telecasting activities conducted by or on behalf of the named insured shall not be deemed personal injury.

3. Premises medical payments coverage

The company will pay to or for each person who sustains bodily lajury caused by accident all reasonable medical expense incurred within one year from the date of the accident on account of such bodily injury, provided such bodily lajury arises out of (a) a condition in the insured premises, or (b) operations with respect to which the named insured is afforded coverage for bodily lajury liability under the policy.

This insurance does not apply:

- (A) to bodily injury
- (1) arising out of the ownership, maintenance, operation, use, loading or unloading of
- (a) any automobile or sircraft owned or operated by or rented or loaned to any leasured, or
- (b) any other automobile or sircraft operated by any person in the course of his employment by any insured;

but this exclusion does not apply to the parking of an automobile on the insured premises, if such automobile is not owned by or rented or louned to any insured;

- (2) arising out of
- (a) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity, or
- (b) the operation or use of any snowmobile or trailer designed for use therewith;
- (i) owned or operated by or rented or loaned to any insured, or
- (ii) operated by any person in the course of his employment by any insured;
- (3) arising out of the ownership, maintenance, operation, use, loading or unloading of
- (a) any watercraft owned or operated by or rented or loaned to any insured, or
- (b) any other watercraft operated by any person in the course of his employment by any lasured;
- but this exclusion does not apply to watercraft while ashore on the insured premises;
- (4) arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to the named insured;
- (B) to bodily injury
- included within the completed operations hazard or the products hazard;
- (2) arising out of operations performed for the named insured by independent contractors other than
- (a) maintenance and repair of the insured premises, or
- (b) structural alterations at such premises which do not involve changing the size of or moving buildings or other structures:
- (3) resulting from the selling, serving or giving of any atcoholic beverage
- (a) in violation of any statute, ordinance or regulation,
- (b) to a minor,
- (c) to a person under the influence of alcohol, or

(d) which causes or contributes to the intoxication of any person.

if the named lasured is a person or organization engaged in the business of manufacturing, restributing, selling or serving alcoholic beverages, or if not so engaged, is an owner or lessor of premises used for such purposes, but only part (a) of this exclusion (B) (3) applies when the named insured is such an owner or lessor;

(4) due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;

(C) to bodily lajury

- to the named insured, any partner thereof, any tenant or other person regularly residing on the insured premises or any employee of any of the foregoing if the bedily injury arises out of and in the course of his employment therewith;
- (2) to any other tenant if the bodily injury occurs on that part of the insured premises rented from the named insured or to any employee of such a tenant if the bodily injury occurs on the tenant's part of the insured premises and arises out of and in the course of his employment for the tenant;
- (3) to any person while engaged in maintenance and repair of the insured premises or alteration, demolition or new construction at such premises;
- (4) to any person if any benefits for such bodily injury are payable or required to be provided under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (5) to any person practicing, instructing or participating in any physical training, sport, athletic activity or contest whether on a formal or informal basis;
- (6) If the named insured is a club, to any member of the named insured;
- (7) if the named insured is a hotel, motel, or tourist court, to any guest of the named insured;
- (D) to any medical expense for services by the named insured, any employee thereof or any person or organization under contract to the named insued to provide such services.

LIMITS OF LIABILITY

The limit of liability for Premises Medical Payments Coverage is \$1,000 each person unless otherwise stated in the schedule of this endorsement. The limit of liability applicable to "each person" is the limit of the company's liability for all medical expense for bodily injury to any one person as the result of any one accident; but subject to the above provision respecting "each person", the total liability of the company under Premises Medical Payments Coverage for all medical expense for bodily injury to two or more persons as the result of any one accident shall not exceed the limit of bodily injury liability stated in the policy as applicable to "each occurrence".

STOCK NO. 105161-89-83

When more than one medical payments coverage afforded by the policy applies to the loss, the company shall not be liable for more than the amount of the highest applicable limit of liability.

ADDITIONAL DEFINITIONS

When used herein:

"insured premises" means all premises owned by or rented to the named insured with respect to which the named insured is afforded coverage for bedily injury liability under this policy, and includes the ways immediately adjoining on land;

"medical expense" means expenses for necessary medical, surgical, x-ray and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services.

ADDITIONAL CONDITION

Medical Reports; Proof and Payment of Claim

As soon as practicable the injured person or someone on his behalf shall give to the company written proof of claim, under oath if required, and shall, after each request from the company, execute authorization to enable the company to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by the company when and as often as the company may reasonably require. The company may pay the injured person or any person or organization rendering the services and the payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute an admission of liability of any person or, except hereunder, of the company.

4. HOST LIQUOR LAW LIABILITY COVERAGE

Exclusion (h) does not apply with respect to liability of the insured or his indemnites arising out of the giving or serving of alcoholic beverages at functions incidental to the named insured's business, provided the named insured is not engaged in the business of manufacturing, distributing, selling or serving of alcoholic beverages.

5. FIRE AND/OR EXPLOSION LEGAL LIABILITY COVERAGE—REAL PROPERTY

With respect to property damage to structures or portions thereof rented to or leased to the named insured, including fixtures permanently attached thereto, if such property damage arises out of fire or explosion

(A) All of the exclusions of the policy, other than the Nuclear Energy Liability Exclusion (Broad Form), are deleted and replaced by the following:

This insurance does not apply to liability assumed by the insured under any contract or agreement.

(B) The limit of property damage liability as respects this Fire and/or Explosion Legal Liability Coverage—Real Property is \$50,000 each occurrence unless otherwise stated in the schedule of this endorsement.

(C) The Fire and/or Explosion Legal Liability Coverage—Real Property shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof), available to the insured, such as, but not limited to, Fire, Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage, and the Other Insurance Condition of the policy is amended accordingly.

6. BROAD FORM PROPERTY DAMAGE LIABILITY COVERAGE (Including Completed Operations)

The insurance for property damage liability applies, subject to the following additional provisions:

- (A) Exclusions (k) and (o) are replaced by the following:
- (1) to property owned or occupied by or rented to the leasured, or, except with respect to the use of elevators, to property held by the leasured for sale or entrusted to the leasured for storage or safekeeping;
- (2) except with respect to liability under a written sidetrack agreement or the use of elevators
- (a) to property while on premises owned by or rented to the insured for the purpose of having operations performed on such property by or on behalf of the insured,
- (b) to tooks or equipment while being used by the insured in performing his operations,
- (c) to property in the custody of the insured which is to be installed, erected or used in construction by the insured,
- (d) to that particular part of any property, not on premises owned by or rented to the insured,
- (i) upon which operations are being performed by or on behalf of the insured at the time of the property damage arising out of such operations, or
- (ii) out of which any property damage arises, or
- (iii) the restoration, repair or replacement of which has been made or is necessary by reason of faulty workmanship thereon by or on behalf of the lessured;
- (3) with respect to the completed operations hazard and with respect to any classification stated in the policy or in the company's manual as "including completed operations", to property damage to work performed by the named lasured arising out of such work or any portion thereof, or out of such materials, parts or equipment furnished in connection therewith.
- (B) The Broad Form Property Damage Liability Coverage shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof) available to the insued, such as, but not limited to, Fire, Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage, and the Other Insurance Condition of the policy is amended accordingly.

7. INCIDENTAL MEDICAL MALPRACTICE LIABIL-ITY COVERAGE

The definition of bodily injury is amended to include Incidental Medical Malpractice Injury.

Incidental Medical Malpractice Injury means injury arising out of the rendering of or failure to render, during the policy period, the following services:

. ()

- (A) medical, surgical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith, or
- (B) the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.

This coverage does not apply to:

- (1) expenses incurred by the insured for first-aid to others at the time of an accident and the "Supplementary Payments" provision and the "Insured's Duties in the Event of Occurrence, Claim or Suit" Condition are amended accordingly;
- (2) any insured engaged in the business or occupation of providing any of the services described under 7 (A) and (B) above;
- (3) injury caused by any indemnitee if such indemnitee is engaged in the business or occupation of providing any of the services described under 7 (A) and (B) above.

8. NON-OWNED WATERCRAFT LIABILITY COVER-AGE (33 feet and under in longth)

Exclusion (e) does not apply to any watercraft 33 feet and under in length provided such watercraft is neither owned by the named insured nor being used to carry persons or property for a charge.

Where the insured is, irrespective of this coverage, covered or protected against any loss or claim which would otherwise have been paid by the company under this endorsement, there shall be no contribution or participation by this company on the basis of excess, contributing, deficiency, concurrent, or double insurance or otherwise.

9. LIMITED WORLDWIDE LIABILITY COVERAGE

The definition of policy territory is amended to include the following:

(4) Anywhere in the world with respect to bodily injury, property damage, personal injury or advertising injury arising out of the activities of any insured permanently domiciled in the United States of America though temporarily outside the United States of America, its territories and possessions or Canada, provided the original suit for damages because of any such injury or damage is brought within the United States of America, its territories or possessions or Canada.

Such insurance as is afforded by paragraph (4) above shall not apply:

- (a) to bodily injury or property damage included within the completed operations hazard or the products hazard;
- (b) to Premises Medical Payments Coverage.

16. ADDITIONAL PERSONS INSURED

As respects bodily injury, property damage and personal injury and advertising injury coverages, under the provision "Persons Insured", the following are added as insureds:

- (A) Spouse—Partnership—If the named insured is a partnership, the spouse of a partner but only with respect to the conduct of the business of the named insured;
- (B) Employee—Any employee (other than executive officers) of the named insured while acting within the scope of his duties as such, but the insurance afforded to such employee does not apply:
- to bodily injury or personal lajury to another employee of the named issured arising out of or in the course of his employment;
- (2) to personal injury or advertising injury to the named insured or, if the named insured is a partnership or joint venture, any partner or member thereof, or the spouse of any of the foregoing;
- (3) to property damage to property owned, occupied or used by, rented to, in the care, custody or control of or over which physical control is being exercised for any purpose by another employee of the named insured, or by the named insured or, if the named insured is a partnership or joint venture, by any partner or member thereof or by the spouse of any of the foregoing.

11. AMENDMENT OF OCCURRENCE DEFINITION

The definition of occurrence includes any intentional act by or at the direction of the insured which results in bodfly injury. If such injury arises solely from the use of reasonable force for the purpose of protecting persons or property.

12. AUTOMATIC COVERAGE—NEWLY ACQUIRED ORGANIZATIONS (90 DAYS)

The word insured shall include as named insured any organization which is acquired or formed by the named insured and over which the named insured maintains ownership or majority interest, other than a joint venture, provided this insurance does not apply to bodily injury, property damage, personal injury or advertising injury with respect to which such new organization under this policy is also an insured under any other similar liability or indemnity policy or would be an insured under any such policy but for exhaustion of its limits of liability. The insurance afforded hereby shall terminate 90 days from the date any such organization is acquired or formed by the named insured.

1). INSURED'S DUTIES IN THE EVENT OF OCCUR-RENCE, CLAIM OR SUIT

Paragraphs (a) and (b) of the condition entitled "Insured's Duties in the Event of Occurrence, Claim or Suit" are deleted and replaced by the following:

STOCK NO. 105161--09-43

(A) In the event of an occurrence, written notice containing particulars sufficient to identify the insured, and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the issured to the company or any of its authorized agents as soon as practicable after knowledge of such occurrence is had by the named insured, if an individual; by a partner, if the named insured is a partnership; or by an executive officer or insurance manager, if the named insured is a corporation.

(B) If a claim is made or suit is brought against the insured, every demand, notice, summons or other process received by the insured or it's representative shall be immediately forwarded to the company; however, this condition will not be considered breached unless failure to forward such demand, notice, summons or other process to the company occurs after knowledge of such is had by the named insured, if an individual; by a partner, if the named insured is a partnership; or by an executive officer or insurance manager, if the named insured is a corporation.

COMMERCIAL COVERAGE

GENERAL PROVISIONS

Amendatory Endorsement Prejudgment Interest

YT 00 19 10 94

POLICY AMENDMENT

The following is added to the Supplementary Payments provision in this policy:

The Company will pay, in addition to the applicable limit of liability, prejudgment interest awarded against the insured on

that part of the judgment the Company pays. If the Company makes an-offer to pay the applicable limit of its liability, the Company will not pay any prejudgment interest based on that period of time after the offer.

This form must be attached to Change Endorsement when issued after the Policy is written.

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY

William de Halamid

II XCE

PRESIDENT,

COMMERCIAL LIABILITY COVERAGE

POLICY AMENDMENT

GENERAL LIABILITY

Amendment of Policy-Additional Condition

105244-08-80 REV.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

ALL INSURANCE OTHER THAN AUTOMOBILE

It is agreed that the following condition is added:

Two or More Policies. If this policy and any other policy issued to the named insured by the Company named in this policy or any company affiliated with the Company named in this policy apply to the same occurrence, the aggregate maximum limit of liability under all the policies shall not

exceed the highest applicable limit of liability under any one policy. This condition does not apply to any policy issued by the Company named in this policy or any company affiliated with the Company named in this policy specifically to apply as excess insurance over this policy.

This Endorsement must be attached to Change Endorsement when issued after the Policy is written.

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY

William to deliver?

II XCL

PRÉSIDENT

COMMERCIAL COVERAGE

GENERAL PROVISIONS

Supplementary State Endorsement

California

POLICY AMENDMENT

UNLESS INDICATED OTHERWISE THE FOLLOWING PROVISIONS SHALL APPLY TO PROPERTY, LIABILITY, AND OPTIONAL COVERAGES WHICH MAY BE INSURED BY THIS POLICY

CALIFORNIA AMENDATORY CANCELLATION ENDORSEMENT (141376-6-85)

Regardless of any policy or coverage cancellation provision that states otherwise, if the premium for this policy is not paid when due we may mail or deliver our cancellation for nonpayment of premium by giving you at least 10 days notice. The remaining cancellation provisions are not changed.

This Form must be attached to Change Endorsement when issued after the Policy is written.

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY

William st. delimit

PRESIDENT

II XCL

COMMERCIAL LIABILITY COVERAGE

POLICY AMENDMENTS

GENERAL LIABILITY

Supplementary State Endorsements

California

The following endorsements shall apply only when specifically incorporated through appropriate entry in the Declarations.

• EXCLUSION (FINANCIAL INSTITUTIONS—CALIFORNIA) (GL 21 10 09 77)

(COMPREHENSIVE GENERAL LIABILITY INSURANCE; OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE)

It is agreed that the insurance does not apply to property damage to or bodily injury or property damage arising out of any premises

- 1. in which the Insured holds a security interest because of loans made in connection therewith, or
- 2. the construction or improvement of which the Insured has otherwise financed;

but this exclusion does not apply to bodily injury or property damage arising out of any premises either owned or intended for occupancy by the Insured.

• CALIFORNIA PUBLIC SCHOOLS AND COMMUNITY COLLEGE ENDORSEMENT (180034--08-78) (COMPREHENSIVE GENERAL LIABILITY INSURANCE; AUTO LIABILITY INSURANCE)

It is agreed that the policy provides such insurance as is required under Sections 35208 or 72506 and Sections 44873 or 87440 of the California Education Code (Reorganized), subject to the applicable Limits of Liability and all of the terms of the policy and of this endorsement:

- 1. (a) Additional Insureds: The "Persons Insured" provision of the policy is amended to include as an insured members of the governing board, officers and employees of the named Insured, including any physician employed for the performance of medical services pursuant to Sections 44873 and 87440 of the California Education Code, while acting within the scope of their duties as such.
- (b) Other Insurance: The insurance with respect to any

insured other than the named Insured, shall be excess insurance over any other valid and collectible insurance.

- 2. Cancellation by the Company: The Cancellation Condition of the policy is amended by the substitution of the words "thirty days" for "ten days" therein.
- 3. Additional Definition: 'medical services' includes any medical services required to be performed by a physician while required to be in attendance at high school or community college athletic contests or meets.
- 4. First Aid: The "Supplementary Payments" provision of the policy does not apply, under the Comprehensive General Liability Insurance, to first aid to any student or pupil.

This Form must be attached to Change Endorsement when issued after the Policy is written.

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY

II XCL

Ou Barro PRESIDENT

STOCK NO. 140547-CA-11-82

OF INSURANCE

ISSUE DATE (MM/LL. 2-18-86

PRODUCER

MAX BEHM & ASSOCIATES, INC.

INSURANCE

EQ BOX 9005 - VAM NUYS, CA 91409 (818) 704-1000 - (213) 872-0000

INSURED

Angeles Chemical Co., Inc. & Stallion Tank Lines Inc. P.O. Box 2163
Santa Fe Springs, CA 90670

| | 1.45 |
|--|--------|
| THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND C | ONFERS |
| NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT | |
| EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. | |

| COMPANIES | AFFORDING | COVERAGE |
|-----------|-----------|----------|
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COMPANY Fireman's Fund Insurance Co.

COMPANY S Endustrial Indemnity

COMPANY C

COMPANY D

COMPANY E

OCVERACIES)

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICIEY PERIOD INDICATED. ROTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.

| (O) | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MAYDDAYY) | POLICY EXPIRATION DATE (MM/OD/YY) | LIABILITY LIMITS IN THOUSAN | | | |
|-----|--|--------------------------|-------------------------------------|-----------------------------------|------------------------------------|------------------------|---------------|--|
| 14 | TTPE OF INSURANCE | POLICI NOWGER | DATE (MWDDAYY) ' | DATE (MM/OD/YY) | | OCCURRENCE | AGGREGATE | |
| A | COMPREHENSIVE FORM | | | | BODILY INJURY | \$ | φ . | |
| | X PREMISES/OPERATIONS UNDERGROUND EXPLOSION & COLLAPSE HAZARD | MX980006534 | 1/1/86 | 1/1/87 | PROPERTY DAMAGE | \$ | \$ | |
| | X PRODUCTS/COMPLETED OPERATIONS CONTRACTUAL MUDEPENDENT CONTRACTORS | | | | OI & PD COMBINED | \$ 500, | \$ 500, | |
| | X DROAD FORM PROPERTY DAMAGE X PERSONAL INJURY | | | | PERSO | NAL INJURY | \$ 500, | |
| | AUTOMOBILE LIABILITY ANY AUTO | | | | BOOILY RAURY (PER PERSON) | \$ [‡] See be | low | |
| B | ALL OWNED AUTOS (PRIV. PASS.) ALL OWNED AUTOS (OTHER THAN) ALL OWNED AUTOS (PRIV. PASS.) | MXG80006534 A58819123 | 1/1/86 | 1/1/87 | BODILY INJURY (PER ACCIDENT) | \$ | | |
| - | HIPED AUTOS ROW-OWNED AUTOS | | | | PROPERTY DAMAGE | \$ | | |
| | GARAGE LIABILITY | | | | BI & PO COMBINED | \$ - | | |
| | EXCSSS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM | | | 1 | BI & PD COMBINED | \$ | \$ | |
| | WORKERS' COMPENSATION | 4 | 5.1 | omanelli 181986 | STATUTO | TEACH AG | CONTINT | |
| | AND | • | JUN | T 8138P | \$ | , , , , , , , | POLICY LIMIT) | |
| | EMPLOYERS' LIABILITY | | | 1 | \$ | (DISEASE | -EACH EMPLOYE | |
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DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

*Company A \$500,000 CSL BI/PD

*Company B \$1,000,000 CSL BI/PD

earth (earlest of the

Chevron USA P.O. Box 2833 La Habra, CA 90631 Attn: Valerie Siggson

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED SEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE PROPERTY

CORD 25 (8/84)

IN ACORD CORPORATION

FFIC EPA 0000353

ISSUE DATE (MM/DD/YY)

9/19/85

PRODUCER

MAX BEHM & ASSOCIATES, INC.

INSURANCE P.D. BOX 9005 VAN NUYS, CA 91409 (818) 704-1000 · (213) 572-0900

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND. EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

| COMPANIES AFI | OFIDING | COVERA | GE |
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COMPANY 1 Fireman's Fund LETTER

COMPANY LETTER

COMPANY

COMPANY LETTER

COMPANY LETTER

INSURED

. Angeles Chemical Co., Inc. . a Stallion Tank Lines P.O. Box 2163 Santa Fe Springs, CA 90670

COVERAGES

| 0 | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION | LIABIL | ITY LIMITS IN T | HOUSANDS |
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| A | | | DATE (MM/DD/YY) | DATE (MM/ODPYY) | | DCCURRENCE | AGGREGATE |
| | COMPREHENSIVE FORM | • | | | BODILY | \$ | \$ |
| | PREMISES:OPEHATIONS UNDERGADUITO EXPLOSION & COLLAPSE HAZARD PRODUCTS:COMPLETED OPERATIONS | | 1.1 | | PHOPERTY DAMAGE | \$ | \$ |
| 1 | CONTRACTUAL INDEPENDENT CONTRACTORS | | / | | BI & PD COMBINED | ęş | \$ |
| | BROAD FORM PROPERTY DAMAGE PERSONAL INJURY | | / | | PERSO | NAL INJURY | \$ |
| 1 | AUTOMOBILE LIABILITY ANY AUTO | MXC5504656 | 1/1/85 | 1/1/86 | SUCTLY PLOUPY REAL PERSONA | \$ | · · |
| | ALL DWINED AUTOS (OTHER THAN) | L OWNED AUTOS (PRIV. PASS.) L OWNED AUTOS (GIHER THAN) | _,_, | PLEASE TANKY TANGGOODER THE | \$ | | |
| | HIRED AUTOS NON-OWNED AUTOS | | . | ĺ | PROPERTY DAMAGE | \$ | \$ |
| | GARAGE LIABILITY | | | | 9) & PD COMBINED | \$ 500, | |
| 1 | UNIBRELLA FORM OTHER THAN UMBRELLA FORM | | \ | | SI & PD COMBINED | \$ | \$ |
| | WORKERS' COMPENSATION | | | | STATUTOR | ΥY | |
| | AND EMPLOYERS' LIABILITY | | X | | \$ \$ | (DISEASE | CCIDENTY -POLICY LIMIT) -EACH EMPLOY |

As respects to a 1971 Ford Tractor, ID#0794 driven by William Kincir

CERTIFICATELHORDER

To Whom It May Concern

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EX-PIRATION DATE THEREOF, THE ISSUING COMPANY WILL SUDENVOR TO MAIL DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LIEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL MAPOSE NO OBLIGATION OR MAILITY OF ANY KIND UPON THE COMPANY, IT'S AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

FVACORD CORPORATION 19

WAY METU / 0 - (2)

at any lot such made up to consider the last where a SET TAB STOPS AT ARRONS OF INSURANCE ISSUE DATE (MWDD) 2-25-86 THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. MAX BEHN & ASSOCIATES, INC. MEURANCE COMPANIES AFFORDING COVERAGE P.O. SOX 6005 . WAN KUYE, CA 81400 MIN 704-1900 + 12134 672-0800 COMPANY Fireman's Fund Insurance Co. COMPANY INSURED COMPANY Angeles Chewical Co., Inc. C & Stallion Tank Lines, Inc. COMPANY P.G. Box 2163 D

COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.

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| OTA | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (NIMODAYY) | POLICY EXPIRATION | LIABILI | TY LIMITS IN T | 7 | |
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| A | COMPREHENSIVE FORM | ихс80006534 | 1/1/86 | 1/1/67 | BODILY | \$ | \$ | |
| | PREMISES/OPERATIONS UNDERGROUND EXPLOSION & COLLAPSE HAZARD | | | | PROPERTY DAMAGE | \$ | \$ | |
| 1 | PRODUCTS/COMPLETED OPERATIONS CONTRACTUAL INDEPENDENT CONTRACTORS | 1 | | | BI & PD COMBINED | \$ 500. | \$ 500. | |
| 1 | BROAD FORM PROPERTY DAMAGE PERSUNAL INJURY | | | | PERSO | NAL INJURY | \$ | |
| | AUTOMOBILE LIABILITY ANY AUTO | | | | BOOKLY HUJURY IPER PERSONI | \$ | 13 | |
| | ALL OWNED AUTOS (PRIV. PASS.) ALL OWNED AUTOS (OTHER THAN) | | | | ECOLY INJURY IPER ACCIDENTS | \$ |] | |
| | HIRED AUTOS NON-OWNED AUTOS | | | | PHOPERTY | \$ | | |
| - | GARAGE LIABILITY | | | | BI & PD COMBINED | \$ | - 4 | |
| | EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM | | | | BI & PO COMBINED | \$ | \$ | |
| - | WORKERS' COMPENSATION | W. T. Was and W. Was a | 5. Re | manell | STATUTO | - | ACCIDENT) | |
| | AND | t | JUN1 | manell 81986 | \$ | (DISEAS | SE-POLICY LIMIT) | |
| | OTHER | | | | 1 | 1000 | Transfer May | |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Santa Fe Springs, CA 90670

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| hna. | MN | hody | Chick | loon! | m | SU. | bred. | u | 120 | (Re |

Shell Chemical Company P.O. Box 4848 · Ancheim, CA 92803 CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE IBSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

OCICLE P. BOUND

ACORD 25 (8/84)

ANG000149

SET TAB STOPS AT ARROWS CERTIFICADE OF INSURANCE ISSUE DATE (MM/DD/YY) 3-21-66 THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONPERS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. MAX BEHM & ASSOCIATES, INC. INGURANCE COMPANIES AFFORDING COVERAGE RO. BOX 9008 + VAN HUYS, CA 91408 Mest 704-1000 . 12131 872-0000 COMPANY Fireman's Fund Incurance Co. COMPANY B INSURED Angeles Chemical Co., Inc. COMPANY C P.O. Box 2163 Sante Pa Springe, CA 90670 COMPANY D COMPANY E

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORCED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.

| P | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE | POLICY EXPIRATION | LIABILI | TY LIMITS IN T | HOUSANDS | | |
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| G | ENERAL LIABILITY COMPREHENSIVE FORM | MXC80006534 | 1/1/86 | 1/1/87 | BODILY | \$ | \$ | | |
| X | PREMISES/OPERATIONS UNDERIGROUND EXPLOSION & COLLAPSE HAZARO | | 2,0,00 | 1,1,0, | PROPERTY DAMAGE | \$ | \$ | | |
| X | PRODUCTS/COMPLETED OPERATIONS CONTRACTUAL INDEPENDENT CONTRACTORS | | EI & PO COMBIN | | BI & PO COMBINED | s 500, | \$ 500, | | |
| X | BROAD FORM PROPERTY DAMAGE PERSONAL INJURY | 7.770 | | | PEASO | NAL INJURY | \$ 500, | | |
| A | UTOMOBILE LIABILITY ANY AUTO | | | | BOOKLY MUURY IPER PERSON; | \$ | | | |
| | ALL OWNED AUTOS (PRIV. PASS.) ALL OWNED AUTOS (PRIV. PASS.) | | | | BODILY HUMAY IPER ADCIDENTS | \$ |]. | | |
| E | HIRED AUTOS NON-OWNED AUTOS | | | | | 00 | PROPERTY DAMAGE | \$ | |
| | GARAGE LIABILITY | | | manelli | DI A PD COMBINED | \$ | | | |
| E | CESS LIABILITY JUMBHELLA FORM OTHER THAN UMBRELLA FORM | | Sin | manelli 1 81986 | BI & PD COMBINED | \$ | \$ | | |
| 1 | WORKERS PAUDENCATION | | | | STATUTO | AY I | 4 | | |
| | WORKERS' COMPENSATION AND | | | | \$ | (EACH | ACCIDENT) | | |
| | EMPLOYERS' LIABILITY | | | | \$ | | E-POLICY LIMIT | | |
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DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

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Alpha Bete Company Risk Adelmistration Dept. 777 S. Harber Blvd. La Mabra, CA 90631 Atto: July Ebersherger

ACORD 25 (8/84)

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EX-PIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE GET, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENPATIVE Baron © IIR/ACORD CORPORATION 19

ANG000147

E OF INSURANCE 93:115

SET TAB STOPS AT ARROWS ISSUE DATE (MM/DD/YY

3-21-86

INSURED

MAN BERM & ASSOCIATES, INC.

MISURANCE P.O. BOX RODS . YAM BUTE, CA MERCO MINET 104-1066 + LEGO 671-0066

COVERAGES

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

| COMP | ANIES AFFORDING COVERAGE |
|------|--------------------------|
| | |

COMPANY A Fireman's Fund Insurance Co.

COMPANY B Fremont Indosmity

COMPANY

COMPANY D

COMPANY E

P.O. Box 2163

Angeles Chemical Co., Inc.

Sente Te Springs, CA 90670

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED MAMED ABOVE FOR THE POLICY.PERIODINDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.

| col | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE IMMEDIATY | LIABILI | TY LIMITS IN T | HOUSANDS |
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| CO | TYPE OF INSURANCE | POLICY NOMBER | DATE (MMODWY) | DATE IMMODITY | | OCCUPRENCE | AGGREGATE |
| CO LTR | OENERAL LIABILITY COMPREHENSIVE FORM | HXC80006534 | 1/1/86 | 1/1/87 | BODILY | \$ | \$ |
| | PREMISES/OPERATIONS UNDERGROUND EXPLOSION & COLLAPSE HAZARD | | | | PROPERTY DAMAGE | \$ | \$ |
| | PRODUCTS/COMPLETED OPERATIONS CONTRACTUAL INDEPENDENT CONTRACTORS | | | | BI & PO COMBINED | \$ 500, | \$ 500, |
| 7 | BROAD FORM PROPERTY DAMAGE PERSONAL INJURY | JURY | | PERSO | NAL INJURY | \$ 500, | |
| | AUTOMOBILE LIABILITY ANY AUTO | ANY AUTO ALL OWNED AUTOS (PRIV. PASS:) ALL OWNED AUTOS (OTHER THAN) PRIV. PASS.) | | | BOOKLY WILDMY IPER PERSONI | \$ | |
| | | | | elli | BOOKLY WARMY PER ACCIDENT | \$ | 1 |
| | HIRED AUTOS NON-OWNED AUTOS | | S. Va | nanelli 81986 | PROPERTY | \$ | |
| | GARAGE LIABILITY | E LIABIR.TTY | 00142 | 01000 | BI & PD COMBINED | \$ | |
| | EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM | | | | BI & PD COMBINED | \$ | \$ |
| | WARRING COMPANY AT ION | | | | OFUTATE | RY | |
| 2 | WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY | WP85051928-10 | 12/1/85 | 12/1/86 | \$ | 100, (EACH 500, (DISEA 100, (DISEA | E-POLICY LIMIT) |
| | OTHER | 1 | | | 1 | | * |
| | | The state of the s | | | | | |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CHETIFICATE HOLDER

Contico International Inc. I Commingatel Mfg. Company 123 Sycasse Drive St. Louis, HO 63042 Attn: Bonnie Emmady

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL ON DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OF LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OF REPRESENTATIVES.

AUTHORIZED REPRESENTANVE -CIAL

Baren © IIR/ACORD CORPORATION 191

ACORD 25 (8/84)

ANG000148

SET TAB STOPS AT ARROWS ISSUE DATE (MM/DD/YY) CERTIFICATE OF INSURANCE THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. PRODUCEA MAX BEHM & ASSOCIATES, INC. COMPANIES AFFORDING COVERAGE IMSURANCE 10. 80X 9003 . VAN NUYS, CA 91409 18160 704-1000 . (213) 872-0006 COMPANY A Fireman's Fund COMPANY INSURED Bortz Sil Co./Angeles Chemical Co. COMPANY C Inc.

GÖVERAGES

P.O. Box 2163

Santa Fe Springs, CA

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIODINDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH BOLICIES.

=

COMPANY

COMPANY

LETTER

90670

| 0: | | | POLICY EFFECTIVE | POLICY EXPIRATION | LIABILIT | TY LIMITS IN TO | HOUSANDS |
|----|--|----------------|------------------|-------------------|------------------------------------|--------------------|---|
| R | TYPE OF INSURANCE | POLICY NUMBER | DATE (MM/DD/YY) | DATE (MINDD/YY) | | EACH OCCURRENCE | AGGREGATE |
| | GENERAL LIABILITY COMPREHENSIVE FORM | / | | | BODILY | \$ | \$ |
| | COMPREHENSIVE FORM PREMISES/OPERATIONS UNDERGROUND EXPLOSION & COLLAPSE HAZARD | MXC80006534 | 1/1/86 | 1/1/87 | PROPERTY DAMAGE | \$ | \$ |
| I | PRODUCTS/COMPLETED OPERATIONS, CONTRACTUAL NOEPENDENT CONTRACTORS | *** | | | BI & PD COMBINED | \$ 500, | \$ 500, |
| | BROAD FORM PROPERTY DAMAGE PERSONAL INJURY | 17 -4 17 -4 | | | PERSON | ial injury | \$ 500, |
| | AUTOMOBILE LIABILITY | | | | DODILY INJURY (PER PERSON) | \$ | |
| | ALL OWNED AUTOS (PRM. PASS.) ALL OWNED AUTOS (OTHER THAN) | | | 1 | BUDILY INJURY (PER ACCIDENT) | \$ | |
| | HIRED AUTOS NON-OWNED AUTOS | \ | | 2 19 | PROPERTY DAMAGE | \$ | |
| | GARAGE LIABILITY | | | | BI & PD COMBINED | \$ | |
| - | EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM | | 1/_ | | BI & FD COMBINED | \$ | \$ |
| , | WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY | K. K. | M | | \$1ATUTO \$ \$ \$ \$ | (EACH A | ICCIDENT) E-POLICY LIMIT) E-FAGH EMPLUY |
| | OTHER | 46 (40) | j | | | | |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Certificate Holder is named Additional Insured as respects to Broad Form Vendors Coverage effective 10/1/86

CERTIFICATE HOLDER

Handyman Corporation P.O. Box 85566 San Diego, CA 92138 Attn: Dave Cosler

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 3U DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

| AUTHORIZED REPRESENTATIVE | 11 | 2 |
|---------------------------|-----|--|
| Allala | 3 | Trong our |
| - HILLIAM | 1 . | 1) elen |
| | _ | NAME AND ADDRESS OF THE OWNER, WHEN PERSON AND PARTY AND POST OF THE OWNER, WHEN PERSON AND PARTY AND PARTY AND PARTY AND PARTY. |

ACORD 25 (2/84)

IR/ACORD CORPORATION 198

CERTIFICATE OF INSURANCE

SET TAB STOPS AT ARHO ISSUE DATE (MM/DD/YY)

PRODUCEA

MAX BODY & ASSOCIATES, INC.

MARKING STREET

* VAN MENT CA PLACE P.C. 智句是中GO基 10:00 7E4-1000 > 1219: 872-3000

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

| COMP | ANIES | AFFC | PRDING | CO | √ERA | 4GE |
|------|-------|------|--------|----|------|-----|
| | | 7 | | - | - | |

COMPANY Fireman's Fund Insurance Co

COMPANY Industrial Indemnity

COMPANY C LETTER

COMPANY LETTER

COMPANY Ë

| INSU | RED |
|------|-----|
| | |

Angeles Chemical Co., Inc. 5 Stellion Tank Lines, Inc. P.O. Box 2163 Santa Fe Springs, CA 90670

e o VEGACES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS GERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDI-TIONS OF SUCH POLICIES.

| | COMPREHENSIVE FORM PREMISES/OPERATIONS UNDERGROUND EXPLOSION & COLLAPSE HAZARO | • | | | PROPERTY DAMAGE | \$ | \$ | | |
|---|--|--------------------------------------|--------------|------------------------------------|------------------------------------|------------------------------|-------------------------------|----|------|
| | PRODUCTS/COMPLETED OPERATIONS CONTRACTUAL INDEPENDENT CONTRACTORS | | / . | | SI & PD COMBINED | | \$. | | |
| | BROAD FORM PROPERTY DAMAGE PERSONAL INJURY | | | | PERSO | NAL INJURY | \$ | | |
| | AUTOMOBILE LEASILITY . ANY AUTO | | | | INCOLLY INJUINY (PER PERSON) | \$ | | | |
| | ALL OWNED AUTOS (PRIV PASS) WALL OWNED AUTOS (OTHER THAN) | AUTOS (OTHER THAN) WXCSODOSSA 1/1/56 | 1/1/87 | BOOILY INJURY (PER ACCIDENT) | \$. | | | | |
| | NON-OWNED AUTOS | | 112100 | | | ******** | PROPERTY DAMAGE | \$ | r ke |
| - | GARAGE LIABILITY | | | | BI & PD COMBINED | \$ 500. | | | |
| | EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM | | | | BI & PD COMBINED | \$ | \$. | | |
| 1 | WORKERS' COMPENSATION | | 1 | | STATUTOF | | CCIDENT) | | |
| | AND EMPLOYERS' LIABILITY | | 1 | | \$ | | -POLICY LIMIT) -EACH EMPLOYEE | | |
| A | OTHER Physical Damage CRIPTION OF OPERATIONS/LOCATION | ихс80006534 | 1/1/86 | 1/1/87 | | Deductib cheusive sion | | | |

Certificate Holder is named Additional Insured as respects to a 1986 Olds Cutless ID #3295

CERTIFICATE HOLDER

Dick Browning Leasing 18803 Studebaker Certitos, CA 90701

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED DEFORE THE EX-LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, IT'S AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

SHR/ACORD COMPORATION 1984

ACIOND 25 (8/84)

INTERSTATE FIRE & CASUALTY COMPANY

REFER ALL INQUIRIES TO THE COMPANY AT CHICAGO, ILLINOIS

In the event of any loss insured by this policy you should IMMEDIATELY contact your agent or broker or wire this company collect

EXCESS LIABILITY POLICY

INTERSTATE FIRE & CASUALTY COMPANY

EXECUTIVE OFFICES CHICAGO, ILLINOIS

(A stock insurance company, herein called the company)

Agrees with the insured, named in the declarations made a part hereof, in consideration of the payment of the premium and in reliance upon the statements in the declarations and subject to the limits of liability, exclusions, conditions and other terms of this policy:

PART I - INSURING AGREEMENTS

1. Excess Liability Indemnity

To indemnify the insured for the amount of loss which is in excess of the applicable limits of liability of the underlying insurance inserted in column II of item 4 in the declarations: provided that this policy shall apply only to those coverages for which a limit of liability is inserted in column 1; provided further that the limit of the company's liability under this policy shall not exceed the applicable amount inserted in column 1.

The provisions of the immediate underlying policy are incorporated as a part of this policy except for any obligation to investigate and defend and pay for costs and expenses incident to the same, the amount of the limits of liability, any "other insurance" provision and any other provisions therein which are inconsistent with the provisions of this policy.

If the applicable coverage in the immediate underlying policy insures accidents rather than occurrences, then "accident" is substituted for "occur-

rence" in the applicable coverage of this policy.

2. Policy Period: Termination of Underlying Insurance

This policy applies to injury or destruction taking place during this policy period, provided that when the immediate underlying policy insures occurrences taking place during its policy period, instead of injury or destruction taking place during its policy period, then this policy likewise applies to occurrences taking place during this policy period and "occurrences" is substituted for "injury or destruction" in Part III of this policy.

If the immediate underlying policy is canceled, this policy likewise is canceled effective on the same date at the same time and without notice to the insureds. If the immediate underlying policy otherwise ceases to apply ifor reasons other than the exhaustion of an aggregate limit of liability), this policy likewise ceases to apply to the same extent on the same date at the same time and without notice to the insureds.

PART II - DEFINITIONS

1. Immediate Underlying Policy

"Immediate underlying policy" means the policy of the underlying insurance which provides the layer of coverage, whether primary or excess, immediately preceding the layer of coverage provided by this policy.

2 loss

"Loss" means the sums paid as damages in settlement of a claim or in satisfaction of a judgment for which the insured is legally liable, after making deductions for all recoveries. salvages and other insurances (whether

recoverable or not) other than the underlying insurance and excess insurance purchased specifically to be in excess of this policy. "Loss" does not include investigation, adjustment, defense or appeal costs and expenses nor costs and expenses incident to any of the same, notwithstanding that the underlying insurance may provide insurance for such costs and expenses.

3. Underlying Insurance

"Underlying insurance" means the insurance policies listed in item 3 in the declarations and includes any renewal or replacement of such policies.

PART III

PROVISIONS GOVERNING THE APPLICATION OF THE AGGREGATE LIMITS OF LIABILITY

1. Reduction of the Aggregate

This provision applies only if this policy contains an aggregate limit of liability which applies to the occurrence.

If the "each occurrence" or "each person" limit of liability of the underlying insurance is less than as stated in column II in item 4 in the declarations because the aggregate limits of liability of the underlying insurance have been reduced, this policy becomes excess of such reduced limit of liability if such reduction is solely the result of injury or destruction occurring after the inception date of this policy and not before. Nothing contained herein shall operate to increase the limit of the company's liability.

2. Application of the Aggregate to Separate Projects

To the extent that the aggregate limits of liability of the immediate underlying policy apply separately to various operations, projects, locations, hazards or types of injury, the aggregate limits of liability of this policy likewise apply separately to such operations, projects, locations, hazards or types of injury.

3. Application of the Aggregate to Periods of Time

The aggregate limits of liability of this policy apply separately to each aggregate period. The first aggregate period of this policy begins on the effective date of this policy and ends on the next termination date of the aggregate period of the immediate underlying policy. Any succeeding aggregate period of this policy is concurrent with the aggregate period of the immediate underlying policy unless it is the final aggregate period. The final aggregate period of this policy begins on the termination date of the aggregate period of the immediate underlying policy immediately preceding the expiration date of this policy and ends on the expiration date of this policy.

This paragraph does not apply if the expiration date of this policy and the expiration date or anniversary date of the immediate underlying policy are identical. If this policy is a renewal of a similar policy underwritten by this company, the applicable aggregate limit of liability of this policy for the first period shall be reduced by any amounts paid or payable on account of injury or destruction taking place during the final aggregate period of the policy renewed. The final aggregate period of the policy renewed shall be determined in the same manner as the final aggregate period for this policy.

EXCESS LIABILITY POLICY PROVISIONS PART ONE Insert Declarations page (Part Two) and Endorsements here so that top edge butts against fold of Contract, and permits policy number to appear through window.

PART IV - NUCLEAR ENERGY LIABILITY EXCLUSION

The following exclusion applies in addition to those stated as applicable in the $\mbox{\sc Primary Insurance}.$

This policy does not apply:

 Under any Liability Coverage, to injury, sickness, disease, death or destruction

- (a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America. or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- Under any Medical Expense Coverage, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- 3. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
 - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom:
 - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion

(c) applies only to injury to or destruction of property at such nuclear facility.

As used in this exclusion:

"hazardous properties" include radioactive, toxic or explosive properties:
"nuclear material" means source material, special nuclear material or byproduct material;

"source material," "special nuclear material," and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

(a) any nuclear reactor,

- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

 d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste.

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

1. Underlying Insurance - Changes During this Policy Period

Any change in coverage in the underlying insurance shall be promptly reported to the company and the insured shall, upon request, furnish the company with copies of such changes.

Any change in the premium for the underlying insurance shall be promptly reported to the company and the premium for this policy, subject to the minimum premium, may be adjusted in accordance with the manuals of the company then in effect.

2. Notice of Loss; Participation in Defense by the Company

Notice of an occurrence which appears likely to involve this policy shall be given by or on behalf of the insured to the company or any of its authorized agents as soon as practicable. The company at its own option may, but is not required to participate in the investigation, settlement or defense of any claim or suit against the insured.

3. Action Against Company

No action shall lie against the company unless, as a condition precedent thereto, the insured shall have fully complied with all the terms of this policy.

Any person or organization or the legal representative thereof who has secured a judgment against the insured shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. Nothing contained in this policy shall give any person or organization any right to join the company as a co-defendant in any action against the insured to determine the insured's liability. Any payments by the company under this condition 3 shall discharge the company's obligation to the insured to the extent of such payments.

Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder.

4. Subrogation and Other Recoveries

In the event of any payment under this policy, the company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after the occurrence to prejudice such rights.

Because this policy affords excess coverage, the insured's right of recovery cannot always be exclusively subrogated to the company. It is, therefore, agreed that the company shall act in concert with all other interests concerned, including the insured, in the enforcement of any subrogation rights or in the recovery of amounts by any other means. The apportioning of any amounts so recovered shall follow in the principle that any interest, including the insured, that shall have paid an amount over and above any payment under this policy shall first be reimbursed up to the amount paid by such interest; the company shall then be reimbursed out of any balance then remaining up to the amounts paid as the result of loss covered under this

policy; and lastly, the interests, including the insured, of whom this coverage is in excess are entitled to claim any residue remaining. Expenses and costs necessary to the recovery of any such amounts shall be apportioned between the interests concerned, including the insured, in the ratio of their respective recoveries or, in the event of a totally unsuccessful attempt to recover, in the ratio of the respective amounts sought to be recovered.

5. Other Insurance

This condition does not apply with respect to the underlying insurance or excess insurance purchased specifically to be in excess of this policy.

If, with respect to a loss covered hereunder, the insured has other insurance, whether on a primary, excess or contingent basis, there shall be no insurance afforded hereunder as respects such loss; provided, that if the applicable limit of liability of this policy is greater than the applicable limit of liability provided by the other insurance, this policy shall afford excess insurance over and above such other insurance in an amount sufficient to give the insured, as respects the layer of coverage afforded by this policy, a total limit of liability equal to the applicable limit of liability afforded by this policy.

6. Cancellation

This policy may be canceled by the named insured by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be canceled by the company by mailing to the named insured at the address shown in the declarations written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

If the named insured cancels, earned premium or minimum premium, whichever is greater, shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium or minimum premium, whichever is greater, shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

7. First Named Insured

The insured first named in item 1 in the declarations is authorized to act on behalf of all named insureds and other insureds with respect to the giving and receiving of notice of cancellation and to receiving any return premium that may become payable under this policy. The insured first named in item 1 in the declarations is responsible for the payment of all premiums but the other named insureds jointly and severally agree to make such premium payments in full if the insured first named in item 1 fails to pay the amount due within thirty days after the company gives a written demand for payment to the insured first named in item 1.

Hole I Bust

IN WITNESS WHEREOF, the company has caused this policy to be signed by its president and secretary, but this policy shall not be valid unless completed by the attachment hereto of a declarations page designated as Part Two and countersigned on the aforesaid declarations page by a duly authorized agent of the company.

Essed Tu. Lacury Secretary.

Presiden

EXCESS LIABILITY POLICY

Part Two. This Declarations page with "Policy Provisions-Part One" completes the below numbered

| ltem | DECLARATIONS | | POLICY NU | IMBER 183- | | |
|------|--|------------|------------------------------|--------------------------------|------------------------|---------------------------|
| 1. | Name o | f Ins | ured ; | | | |
| | ADDRESS: | | • | | • | |
| 2. | Policy Period: 12:01 A.M., Standard of the Named Insured | ime at the | Address From: • | | | |
| | | | ent or Broker* | | | |
| | REPRESENTATIVE: | Ī | Office Address | | | |
| | | To | own and State. | | | |
| | The ope | ration of | the insured is: | | | |
| | INTER | STAT | | CASUALTY | COMPANY | 1 |
| 3. | Schedule of Underlying Insurance: | Insurer a | nd Policy Number | | | |
| | | | | | | |
| 4. | Limits of Liability: The limit of the | e Company | y's liability shall be as st | ated herein, subject to all th | e terms of this policy | having reference thereto. |
| - 1 | | COLUMN | 1 | IN EXCESS OF | COLUMN II | COLUMN III |
| | Coverage | | Company Limi | ts | Underlying Limits | Total Limits |
| Ì | A Bodily Injury | 1\$ | Each Pers | | | \$ |
| | Automobile | \$ | Each Occ | | ! | \$ |
| | B Bodily Injury | \$ | Each Pers | | | \$ |
| | Except Automobile | \$ | Each Occ | urrence \$ | į. | \$ |
| | | \$ | Aggregat | \$ | 1 | \$ |
| | C Property Damage Automobile | \$ | Each Occ | urrence \$ | | \$ |
| Ī | D Property Damage | \$ | Each Occ | irrence \$ | | \$ |
| | Except Automobile | \$ | Aggregate | \$ | | \$ |
| | E Combined Single Limit Bodily Injury and Property Damage Automobile | \$ | Each Occo | ırrence \$ | | 5 |
| Ī | F Combined Single Limit | \$ | Each Occi | irrence \$ | | \$ |
| | Bodily Injury and | \$ | Aggregate | 1 | ! | 3 |
| | Property Damage— | | | | | |
| L | Except Automobile | <u> </u> | | | | |
| | Endorsements and Additional Cover | age Parts | (IDENTIFY BY FOI | RM NUMBERS) | | |
| | | | | | ; | |
| + | The insurance afforded is only with | respect | to such of the above cov | arange as are indicated but | | |
| - 1 | any automobile owned by the name | | | | | |
| _ | DESCRIPTION OF AUTOMOBILE (Year | | | | processes of a descrip | ou de lomosite. |
| Г | | | | | | |
| | 1. | | | 2. | | • |
| 5. | Premium Computation | | | | | |
| | Premium Basis | | Estim | ated Exposure | Rate | Advance Premium |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | Minimum Premium \$ | | | | | |
| | Anniugh Lichinn \$ | | | | | |

| tem | DECLARATIONS | | POL | ICY NUMBER-183 | 1354 | 97_ | | |
|------|--|-----------|---------------------------------------|---|-----------------------------|----------------|------|---------------------------------------|
| 1. ´ | Name o | f Ins | sured | ANGELES CHEMICAL STALLIGH TANK L | L CO., IN | C. AND | | |
| | ADDRESS | | | 8915 SOREJESON A | | | | : |
| | | | | SANTA PE SPRIME | | | | |
| _ | Policy Period: 12:01 A.M., Standard T | so Stated | Hereis. From: | | | OVERNER ! | 1977 | ···· |
| | REPRESENTATIVE: | | Office Address | VORLOWISE FACTO. 3435 VILSHIRE SI LOS ANGELES, CA | ities, in Lyb., 90010 | C. | | |
| | The ope | | the insured is | | | | | |
| · | NO FLAR | | and Policy Num | | | | | ı çı |
| | Usuits of Liability: The limit of th | ne Compan | | ERICAN (FOR G.L. | | | | |
| • | Crusts of Classifty. The mint of the | COLUMN | | IN EXCE | | COLUMN II | | COLUMN III |
| | | COLOMIN | | | · | | | |
| | Coverage | | C | mpany Limits | Und | erlying Limits | 1 | otal Units |
| | A Bodily Injury | \$ | | Each Person | \$ | | \$ | |
| | Automobile | \$ | | Each Occurrence | \$ | | \$ | |
| | B Bodily Injury | \$ | | Each Person . | \$ | | \$ | |
| | Except Automobile | \$ | | Each Occurrence | \$ | | \$ | |
| | | \$ | | Aggregate | \$ | | \$ | |
| | C Property Damage Automobile | \$ | | Each Occurrence | \$ | | \$ | |
| | D Property Damage | \$ | | Each Occurrence | \$ | | \$ | • |
| | Except Automobile | \$ | | Aggregate | \$ | | \$ | · · · · · · · · · · · · · · · · · · · |
| | E Combined Single Limit Bodily Injury and Property Damage Automobile | \$ | | Each Occurrence | \$ | | \$ | |
| I | F Combined Single Limit | \$ | 500,000 | Each Occurrence | \$ 5 | 00,000 | \$ 1 | ,000,000 |
| | Bodily Injury and Property Damage— INC. | \$ | 500,000 | Aggregate | | 00,000 | | ,000,000 |
| | Endorsements and Additional Cover | - | (IDEN | TIFY BY FORM NUMBERS) | | | s | |
| ٠ | The inscrance afforded is only with any automobile owned by the name DESCRIPTION OF AUTOMOBILE (Year | d insured | unless such a | _ | | _ | | 1 |
| | 1. | | · · · · · · · · · · · · · · · · · · · | 2. | | | | |
| | | | | 1 | | | | |
| | Premium Computation | | | | | | | |
| | Premium Computation Premium Basis | | | Estimated Exposure | | Rate | Adv | rance Premium |

Countersigned by ______

PUNITIVE DAMAGES EXCLUSION

In consideration of the premium charged, it is understood and agreed that this policy does not apply to punitive or exemplary damages averded against the insured.

| All other terms and conditions remain unchanged. | • |
|---|------------------------------------|
| 183-135497 | INTERSTATE FIRE & CASUALTY COMPANY |
| Attached to and forming part of No. Angeles Chemical Co., Inc. et al | CHICAGO INSURANCE COMPANY |
| September 1, 1977 | By OSCIO |
| 15C-C(C-1-(0.7) | |

MON-CONCURRENCY ENDORSEMENT

In consideration of the premium charged, it is agreed that the underlying aggregate limits where applicable shell be unimpaired at the attachment date of this policy.

| INTERSTATE FIRE & CASUALTY CO | OMPANY |
|---|----------|
| Attached to and forming part of No. 183~135497 ☐ CHICAGO INSURANCE COMPANY | |
| leaved to Angeles Chemical Co., Inc. et al | |
| Effective September 1, 1977 By | <u>-</u> |

#C-CIC-3 +10-711

NO-FAULT OR PERSONAL HAJURY PROTECTION EXCLUSION

in consideration of the premium charged, it is agreed that the insurance afforded by this policy shell not apply with respect to any liability arising out of claims brought under so-called "No-Fault" or Personal Injury Protection Laws or statutes or any similar legislation.

| All other terms and conditions remain unchanged. | |
|--|------------------------------------|
| Attached to and forming part of No. 183-135497 | INTERSTATE FIRE & CASUALTY COMPANY |
| | CHICAGO INSURANCE COMPANY |
| Angeles Chemical Co., Inc. et al | |
| Effective September 1, 1977 | By Son Strains |
| 18 C - G (C - 3 (10 - 71) | |

It is agreed that in the event of t Company) to pay any amount cla-(or reinsured), will submit to the States and will comply with all r arising hereunder shall be determine

It is further agreed that service of

and that in any suit instituted aga the final decision of such Court or

The above-name are authorized a: any such suit and/or upon the recinsured (or reinsured) that they w such a suit shall be instituted.

Further, pursuant to any statute vision therefor, the Company here ance or other officer specified for its true and lawful attorney uponing instituted by or on behalf of this contract of insurance (or rewhom the said officer is authorized).

Attached to and forming part of N

Issued to ANGELES CHEMICAL C

Effective SEPTEMBER 1, 1977

IFC-10 (Rev. 2/70)

AUSE

Fire & Casualty Company (herein called the the Company, at the request of the Insured of competent jurisdiction within the United give such Court jurisdiction and all matters ne law and practice of such Court.

be made upon BOLTON & HEMER

on this contract, the Company will abide by the event of an appeal

ice of process on behalf of the Company in insured) to give a written undertaking to the ance upon the Company's behalf in the event

istrict of the United States which makes proitendent, Commissioner or Director of Insurte, or his successor or successors in office, as lawful process in any action, suit or proceedor any beneficiary hereunder arising out of signates the above-named as the person to or a true copy thereof.

ERSTATE FIRE & CASUALTY COMPANY



17

NAME OF INSURED EXPIRES AGENT AGENT

INTERSTATE FIRE & CASUALTY COMPANY

REFER ALL INQUIRIES TO THE COMPANY AT CHICAGO, ILLINOIS

In the event of any loss insured by this policy you should IMMEDIATELY contact your agent or broker or wire this company collect

INTERSTATE FIRE & CASUALTY COMPANY

EXECUTIVE OFFICES CHICAGO, ILLINOIS

(A stock insurance company, herein called the company)

Agrees with the insured, named in the declarations made a part hereof, in consideration of the payment of the premium and in reliance upon the statements in the declarations and subject to the limits of liability, exclusions, conditions and other terms of this policy:

PART I - INSURING AGREEMENTS

1. Excess Liability Indemnity

To indemnify the insured for the amount of loss which is in excess of the applicable limits of liability of the underlying insurance inserted in column II of item 4 in the declarations: provided that this policy shall apply only to those coverages for which a limit of liability is inserted in column 1; provided further that the limit of the company's liability under this policy shall not exceed the applicable amount inserted in column 1.

The provisions of the immediate underlying policy are incorporated as a part of this policy except for any obligation to investigate and defend and pay for costs and expenses incident to the same, the amount of the limits of liability, any "other insurance" provision and any other provisions therein which are inconsistent with the provisions of this policy.

If the applicable coverage in the immediate underlying policy insures accidents rather than occurrences, then "accident" is substituted for "occur-

rence" in the applicable coverage of this policy.

2. Policy Period: Termination of Underlying Insurance

This policy applies to injury or destruction taking place during this policy period, provided that when the immediate underlying policy insures occurrences taking place during its policy period, instead of injury or destruction taking place during its policy period, then this policy likewise applies to occurrences taking place during this policy period and "occurrences" is substituted for "injury or destruction" in Part III of this policy.

If the immediate underlying policy is canceled, this policy likewise is canceled effective on the same date at the same time and without notice to the insureds. If the immediate underlying policy otherwise ceases to apply ifor reasons other than the exhaustion of an aggregate limit of liability), this policy likewise ceases to apply to the same extent on the same date at the same time and without notice to the insureds.

PART II - DEFINITIONS

1. Immediate Underlying Policy

"Immediate underlying policy" means the policy of the underlying insurance which provides the layer of coverage, whether primary or excess, immediately preceding the layer of coverage provided by this policy.

2 loss

"Loss" means the sums paid as damages in settlement of a claim or in satisfaction of a judgment for which the insured is legally liable, after making deductions for all recoveries. salvages and other insurances (whether

recoverable or not) other than the underlying insurance and excess insurance purchased specifically to be in excess of this policy. "Loss" does not include investigation, adjustment, defense or appeal costs and expenses nor costs and expenses incident to any of the same, notwithstanding that the underlying insurance may provide insurance for such costs and expenses.

3. Underlying Insurance

"Underlying insurance" means the insurance policies listed in item 3 in the declarations and includes any renewal or replacement of such policies.

PART III

PROVISIONS GOVERNING THE APPLICATION OF THE AGGREGATE LIMITS OF LIABILITY

1. Reduction of the Aggregate

This provision applies only if this policy contains an aggregate limit of liability which applies to the occurrence.

If the "each occurrence" or "each person" limit of liability of the underlying insurance is less than as stated in column II in item 4 in the declarations because the aggregate limits of liability of the underlying insurance have been reduced, this policy becomes excess of such reduced limit of liability if such reduction is solely the result of injury or destruction occurring after the inception date of this policy and not before. Nothing contained herein shall operate to increase the limit of the company's liability.

2. Application of the Aggregate to Separate Projects

To the extent that the aggregate limits of liability of the immediate underlying policy apply separately to various operations, projects, locations, hazards or types of injury, the aggregate limits of liability of this policy likewise apply separately to such operations, projects, locations, hazards or types of injury.

3. Application of the Aggregate to Periods of Time

The aggregate limits of liability of this policy apply separately to each aggregate period. The first aggregate period of this policy begins on the effective date of this policy and ends on the next termination date of the aggregate period of the immediate underlying policy. Any succeeding aggregate period of this policy is concurrent with the aggregate period of the immediate underlying policy unless it is the final aggregate period. The final aggregate period of this policy begins on the termination date of the aggregate period of the immediate underlying policy immediately preceding the expiration date of this policy and ends on the expiration date of this policy.

This paragraph does not apply if the expiration date of this policy and the expiration date or anniversary date of the immediate underlying policy are identical. If this policy is a renewal of a similar policy underwritten by this company, the applicable aggregate limit of liability of this policy for the first period shall be reduced by any amounts paid or payable on account of injury or destruction taking place during the final aggregate period of the policy renewed. The final aggregate period of the policy renewed shall be determined in the same manner as the final aggregate period for this policy.

EXCESS LIABILITY POLICY PROVISIONS PART ONE Insert Declarations page (Part Two) and Endorsements here so that top edge butts against fold of Contract, and permits policy number to appear through window.

PART IV - NUCLEAR ENERGY LIABILITY EXCLUSION

The following exclusion applies in addition to those stated as applicable in the $\mbox{\sc Primary Insurance}.$

This policy does not apply:

 Under any Liability Coverage, to injury, sickness, disease, death or destruction

(a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

Under any Medical Expense Coverage, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if

- (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom:
- (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
- (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion

(c) applies only to injury to or destruction of property at such nuclear facility.

As used in this exclusion:

"hazardous properties" include radioactive, toxic or explosive properties:
"nuclear material" means source material, special nuclear material or byproduct material;

"source material," "special nuclear material," and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

(a) any nuclear reactor,

(b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,

(c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

1. Underlying Insurance - Changes During this Policy Period

Any change in coverage in the underlying insurance shall be promptly reported to the company and the insured shall, upon request, furnish the company with copies of such changes.

Any change in the premium for the underlying insurance shall be promptly reported to the company and the premium for this policy, subject to the minimum premium, may be adjusted in accordance with the manuals of the company then in effect.

2. Notice of Loss; Participation in Defense by the Company

Notice of an occurrence which appears likely to involve this policy shall be given by or on behalf of the insured to the company or any of its authorized agents as soon as practicable. The company at its own option may, but is not required to participate in the investigation, settlement or defense of any claim or suit against the insured.

3. Action Against Company

No action shall lie against the company unless, as a condition precedent thereto, the insured shall have fully complied with all the terms of this policy.

Any person or organization or the legal representative thereof who has secured a judgment against the insured shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. Nothing contained in this policy shall give any person or organization any right to join the company as a co-defendant in any action against the insured to determine the insured's liability. Any payments by the company under this condition 3 shall discharge the company's obligation to the insured to the extent of such payments.

Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder.

4. Subrogation and Other Recoveries

In the event of any payment under this policy, the company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after the occurrence to prejudice such rights.

Because this policy affords excess coverage, the insured's right of recovery cannot always be exclusively subrogated to the company. It is, therefore, agreed that the company shall act in concert with all other interests corred, including the insured, in the enforcement of any subrogation rights or in the recovery of amounts by any other means. The apportioning of any amounts so recovered shall follow in the principle that any interest, including the insured, that shall have paid an amount over and above any payment under this policy shall first be reimbursed up to the amount paid by such interest; the company shall then be reimbursed out of any balance then remaining up to the amounts paid as the result of loss covered under this

policy; and lastly, the interests, including the insured, of whom this coverage is in excess are entitled to claim any residue remaining. Expenses and costs necessary to the recovery of any such amounts shall be apportioned between the interests concerned, including the insured, in the ratio of their respective recoveries or, in the event of a totally unsuccessful attempt to recover, in the ratio of the respective amounts sought to be recovered.

5. Other Insurance

This condition does not apply with respect to the underlying insurance or excess insurance purchased specifically to be in excess of this policy.

If, with respect to a loss covered hereunder, the insured has other insurance, whether on a primary, excess or contingent basis, there shall be no insurance afforded hereunder as respects such loss; provided, that if the applicable limit of liability of this policy is greater than the applicable limit of liability provided by the other insurance, this policy shall afford excess insurance over and above such other insurance in an amount sufficient to give the insured, as respects the layer of coverage afforded by this policy, a total limit of liability equal to the applicable limit of liability afforded by this policy.

6. Cancellation

This policy may be canceled by the named insured by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be canceled by the company by mailing to the named insured at the address shown in the declarations written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

If the named insured cancels, earned premium or minimum premium, whichever is greater, shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium or minimum premium, whichever is greater, shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

7 First Named Insured

The insured first named in item 1 in the declarations is authorized to act on behalf of all named insureds and other insureds with respect to the giving and receiving of notice of cancellation and to receiving any return premium that may become payable under this policy. The insured first named in item 1 in the declarations is responsible for the payment of all premiums but the other named insureds jointly and severally agree to make such premium payments in full if the insured first named in item 1 fails to pay the amount due within thirty days after the company gives a written demand for payment to the insured first named in item 1.

Hole I Bust

IN WITNESS WHEREOF, the company has caused this policy to be signed by its president and secretary, but this policy shall not be valid unless completed by the attachment hereto of a declarations page designated as Part Two and countersigned on the aforesaid declarations page by a duly authorized agent of the company.

Essed Tu. Lacury Secretary.

Presiden

| DATE | U٢ | 1221 | 12 |
|------|----|------|----|

RENEWAL OR REPLACEMENT NO.

EXCESS LIABILITY POLICY

Part Two. This Declarations page with "Policy Provisions-Part One" completes the below numbered

| ltem | DECLARATIONS | | POLICY NU | IMBER 183- | | |
|------|--|------------|------------------------------|--------------------------------|------------------------|---------------------------|
| 1. | Name o | f Ins | ured ; | | | |
| | ADDRESS: | | • | | • | |
| 2. | Policy Period: 12:01 A.M., Standard of the Named Insured | ime at the | Address From: • | | | |
| | | | ent or Broker* | | | |
| | REPRESENTATIVE: | Ī | Office Address | | | |
| | | To | own and State. | | | |
| | The ope | ration of | the insured is: | | | |
| | INTER | STAT | | CASUALTY | COMPANY | 1 |
| 3. | Schedule of Underlying Insurance: | Insurer a | nd Policy Number | | | |
| | | | | | | |
| 4. | Limits of Liability: The limit of the | e Company | y's liability shall be as st | ated herein, subject to all th | e terms of this policy | having reference thereto. |
| - 1 | | COLUMN | 1 | IN EXCESS OF | COLUMN II | COLUMN III |
| | Coverage | | Company Limi | ts | Underlying Limits | Total Limits |
| Ì | A Bodily Injury | 1\$ | Each Pers | | | \$ |
| | Automobile | \$ | Each Occ | | ! | \$ |
| | B Bodily Injury | \$ | Each Pers | | | \$ |
| | Except Automobile | \$ | Each Occ | urrence \$ | į. | \$ |
| | | \$ | Aggregat | \$ | 1 | \$ |
| | C Property Damage Automobile | \$ | Each Occ | urrence \$ | | \$ |
| Ī | D Property Damage | \$ | Each Occ | irrence \$ | | \$ |
| | Except Automobile | \$ | Aggregate | \$ | | \$ |
| | E Combined Single Limit Bodily Injury and Property Damage Automobile | \$ | Each Occo | ırrence \$ | | 5 |
| Ī | F Combined Single Limit | \$ | Each Occi | irrence \$ | | \$ |
| | Bodily Injury and | \$ | Aggregate | 1 | ! | 3 |
| | Property Damage— | | | | | |
| L | Except Automobile | <u> </u> | | | | |
| | Endorsements and Additional Cover | age Parts | (IDENTIFY BY FOI | RM NUMBERS) | | |
| | | | | | ; | |
| + | The insurance afforded is only with | respect | to such of the above cov | arange as are indicated but | | |
| - 1 | any automobile owned by the name | | | | | |
| _ | DESCRIPTION OF AUTOMOBILE (Year | | | | processes of a descrip | ou de lomosite. |
| Г | | | | | | |
| | 1. | | | 2. | | • |
| 5. | Premium Computation | | | | | |
| | Premium Basis | | Estim | ated Exposure | Rate | Advance Premium |
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| | | | | | | |
| | Minimum Premium \$ | | | | | |
| | Anniugh Lichinn \$ | | | | | |

د (Rev. 12/68) Printed 4/77

PRODUCER'S COPY

GEO. F. BROWN

Countersigned by_

PUNITIVE DAMAGES EXCLUSION

IN CONSIDERATION OF THE PREMIUM CHARGED, IT IS AGREED THAT THIS POLICY DOES NOT APPLY TO PUNITIVE OR EXEMPLARY DAMAGES, AWARDED AGAINST THE INSURED.

| All other terms and conditions remain unchanged. | | | | | |
|--|--------------------------------------|--|--|--|--|
| Attached to and forming part of No. 183-140078 | ☑ INTERSTATE FIRE & CASUALTY COMPANY | | | | |
| ANGELES CHEMICAL CO. INC. ET AL | CHICAGO INSURANCE COMPANY | | | | |
| NOTEMBER 1 1077 | By Caro | | | | |
| Effective RUYENDER 1. 13/ | - Company | | | | |

NO-FAULT AUTOMOBILE LIABILITY EXCLUSION ENDORSEMENT

IN CONSIDERATION OF THE PREMIUM CHARGED, IT IS AGREED THAT THE INSURANCE PROVIDED BY THIS POLICY SHALL NOT APPLY WITH RESPECT TO ANY LIABILITY ARISING OUT OF CLAIMS BROUGHT UNDER SO-CALLED 'NO-FAULT" OR PERSONAL INJURY PROTECTION LAWS OR STATUTES OR ANY SIMILAR LEGISLATION.

| All other terms and conditions remain unchanged. | |
|--|------------------------------------|
| 192_110079 | INTERSTATE FIRE & CASUALTY COMPANY |
| Attached to and forming part of No. 183-140078 | CHICAGO INSURANCE COMPANY |
| ANGELES CHEMICAL CO. ET AL | |
| Effective NOVEMBER 1, 1977 | _ By |
| MP.Pre.S. (M. Sv. | |

SERVICE OF SUIT CLAUSE

It is agreed that in the event of the failure of the Interstate Fire & Casualty Company (herein called the Company) to pay any amount claimed to be due hereunder, the Company, at the request of the Insured (or reinsured), will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon BOLTON & HEMER

and that in any suit instituted against any one of them upon this contract, the Company will abide by the final decision of such Court or of any appellate Court in the event of an appeal.

The above-name are authorized and directed to accept service of process on behalf of the Company in any such suit and/or upon the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that they will enter a general appearance upon the Company's behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, the Company hereby designates the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designates the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

Attached to and forming part of No. 183-140078 INTERSTATE FIRE & CASUALTY COMPANY

Issued to ANGELES CHEMICAL CO. ET AL

Effective NOVEMBER 1, 1977 By

IFC-10 (Rev. 2/70)

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| | INSURED | | 0 | POLICY NUMBER |
| | ANGELES CHEMI | CAL CO. | LAUTHORIZED RE | SLP 945-13-57 |
| CREAT AMERICAN | | 10 | | • |
| SURANCE COMPANES | Cumplete If | e above spaces if this ende | orniment is not attached to t | be policy when 1334ed. |

HAI BERH & ASSOCIATES, INC. - ENCIN

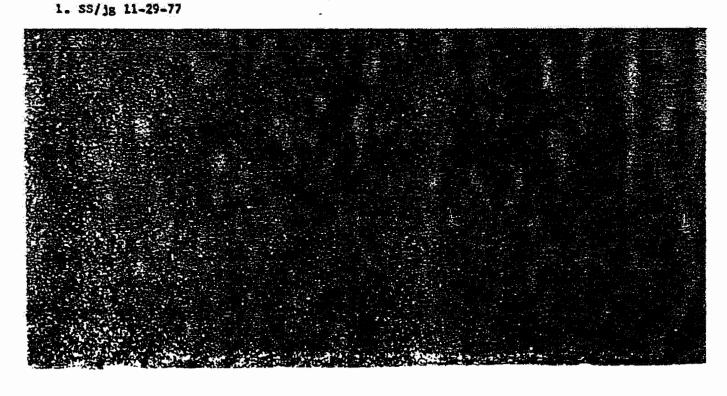
GENERAL ENDORSEMENT

| PRE | NUM CHANGE (If any) | | | | |
|---------------|---------------------|---|------|--|--|
| Additional \$ | Return \$ | * | | | |

it is agreed that this policy is hereby amended as indicated below by 🖃:

| 1. Insured's Name: | |
|--|--|
| 2. Insured's Address: | ITEM 2 OF DECLARATIONS, POLICY PERIOD, IS AMENDED TO READ HOV. 1, 1976 - JAN. 1, 1978. ADDITIONAL |
| 3. Location 4. Limit(s) of Liability: 5. Amount(s) of Insurance: 6. Description of Property: | PREMIUM TO BE DETERMINED AT AUDIT. |
| ☐ 7. Policy Period: ☐ 8. Audit Period; ☐ 9. Premium; ☐ 10. Rate ☐ 11. Loss Payee; | C D A O FILE S 1990 |
| <u>12.</u> | |

F.14258A - 4-72 This policy is subject otherwise to all its tents.





| SUBSIDER | _ |
|----------|---|
| i . | |
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| | |

POLICY HUMBER

ANCELES CHEMICAL CO.

SLP 945-13-57

FRESTIVE DATE

eplete the above spaces if this endorsement is not attached to the policy when issued

CHANGE OF LIMITS ENDORSEMENT MAX BEHR & ASSOCIATES, INC

It is agreed that the limits of liability are amended to read as follows:

| | (a) MULTIPLE LIMITS PLAN | |
|--|---|---------------------|
| COVERAGES | LIMITS OF LIABILITY | RETURN PREM |
| Bodily Injury Liability — Automobile | 3 ,000 each person 5 ,000 each occurrence | \$ |
| Bodily Injury Liability — Except Automobile | \$,000 each occurrence \$,000 aggregate products and completed operations | |
| Property Damage Liability - Automobile | \$,000 each occurrence | |
| Property Damage Liability - Except Automobile | \$ | t |
| | (b) SINGLE LINET PLAN | |
| Bodity Injury and Property Damage—Automobile Bodity Injury and Property Damage—Except Auto. | 500 ,000 each occurrence BLD. /2/7/77 500 ,000 each occurrence BLD. /3/858 | ; 2,919. ; INCL. |

BATE: \$3.50 PER 1,000 GROSS RECEIPTS

Stallion 18.5% (540.

It is further agreed that:

Anniversary Premiums are amended to read as follows: First Anniversary \$ -Second Anniversory \$ -

P.L. 167

DID. #7

1. 38/18 11-29-77

| | DECLARATIONS NAMED INJURED | POLICY REMINES POLICY NUMBER SLP 9 45 13 57 ANGELES CREMICAL CD., IRC., 6 PRINTED POLICY ANGELES CREMICAL CD., IRC., 6 PRINTED POLICY STALLION TANK LITTES, INC. REV |
|------------------------|--|---|
| I | Address (Number, Street, Toric, County, State, Zip) | 8915 SORKESON AVE. |
| | | SANTA PE SPRINGS, CALLP. 90670 from BOV. 1, 1976 To BOY. 1, 1977 /-/-77 |
| 7 | The state of the s | 2-01 A.M. standard time, at the address of the named insured as stated herein. Oce Polygent Sub Producer Code No |
| | FAREUEL - 11.50% | WAY ROOM & ASSOCIATION TWO |
| | | ENCTINO 138/7 |
| • | igurance is afforded by Company indicated: | AMERICAN NATIONAL FIRE INSURANCE COMPANY CONTINE |
| | Itsen 3. Entry of amounts of Limits of Liability designates | the LIMITS PLAN applicable. |
| | The insurance afforded is only with respect to such and the limit of the company's liability against each such con | so many of the following coverages as are indicated by specific premium charge or charge shall be as stated hereia, subject to all the terms of this policy having reference the |
| | | (a) MULTIPLE LIMITS PLAN |
| 1 4 | COVERAGES | LIMITS OF LIABILITY ADVANCE PRE 12 .000 each person |
| | A Bodily Injury Liability — Automobile | \$.000 sach occurrence \$ |
| A. | B Bodily lajury Liability — Except Automobile | \$,000 each occurrence \$,000 aggregate products and completed operations \$ |
| | C Property Damage Liability — Automobile | \$,000 each accurrence \$ |
| | D Property Damage Liability — Except Automobile | \$,000 each occurrence \$,000 aggregate operations \$,000 aggregate protective \$,000 aggregate products and completed operations \$,000 aggregate contractive \$,000 aggregate contractive |
| • | | (h) SINGLE LIMIT PLAN |
| | ALC Bodily Injury and Property Damage — Automobile Bodily Injury and Property Damage — Except Automobile | \$500100 ,000 Each occurrence \$00,000 C.\$ |
| . ≪ . | Automobile Physical Damage Coverage Uninsured Motorist Coverage Garage Insurance Endorsement | Per Supplement \$ 15,000 such person \$ 1,130,000 such accident \$ 1901. Per Endorsement p. D. 3 to 500. |
| * | if policy period is more than one year, \$ | is payable on effective date of the policy. The 2nd and 3rd year premiums shall be compared of each year of the policy, but this procedure does not apply to the premium for Covers. |
| | item 4. The named insured is | CORPORATION And Patenting Corporates, and Nature, or Standards |
| | floor 5. Business of the named insured is | THOUSTPIAL - 100 THOUSTPIAL SOLVERY |
| | Form numbers of endorsements attached to policy at issue: | F21000,21003,21004,21005,21007,21017,21015,30151,CP40028,31042,31301,21036,31542,CP0037,21062,30165,30 |
| 1 | -VCJ/mf 1-5-77 | |
| 1 | -400/ ET 1-3-1/ | Countersigned by |
| į | F.21001C — 3-76 Printed in U.S.A. | AGENT'S COPY |





PREMIUM CALCULATION WORKSHEET (1)

POLICY NO. SLP 945 13 57

| DESCRIPTION OF MAZAROS | EDBE ME. | Problem | EX | TES . | ADYANCE | PECHER |
|--|-------------------------|--|--|--|-------------|--|
| SCSCENATION OF PROPERTY | - UV | Sates | Cornerage B | Coverage 9 | Coverage II | Carecal |
| (a) Premises—Operations | | (II) Āres (As. TL.) (II) Frontage (C) Remoneration (II) Receipts | (a) Per 100 mg (b) Per Head (c) Per 1100 e (d) Per 1100 e | nare foot had Remuneration Receipts | | |
| FUEL OIL, COAL OR WOOD DEALERS - | 59842 | c)46,900. | .827 | 1.187 | 388. | 55: |
| TRUCKMEN - INCLUDING COMPLETED OPERATIONS | 42133 | c)33,500. | .496 | .27 | 166. | 91 |
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| SPECIAL BATING | - | | | | 1,455. | 1,7: |
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| Customers' Goods Extension under Broad Form F. D. | | | | | | 3.0 |
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| F.21003A- 6-72 | | , | .• | | | ٠. |





PREMIUM CALCULATION WORKSHEET (2)

POLICY NO. SLP 9 45 13 57

| DESCRIPTION OF NAZAROS CODE RG. | frields | RA | | ADVANCE P | |
|--|--|--|------------|--|--|
| ACOURT, LIAN A. LINTAGO. | Betes | Coreses 3 | Coverage B | Comments 8 | Consults (|
| (c) Contractual | Exposure & Rating Basis | Ra | | And the Control of th | |
| BLANKET | | constants of Phinamen Lines | | Anna de la company de la compa | |
| | | | | | ATTERNITOR TOTAL PROPERTY OF THE PERSON OF T |
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| (d) Independent Contractors — Let or Sablet Work | Cost | Per \$100. | of Cost | | |
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| (e) Preducts and Completed Operations | Salar | Per \$1,000 | of Sales | A | |
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| CHEMICALS - INDUSTRIAL USE (MPG.) 281055 | s)5,000,00 | | | | 16,683 |
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| | | INSUREO | | • | POLICY NUMBER |
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MULTI PURPOSE ENDORSEMENT FORM A For Use with SELECT LIABILITY POLICY

| AS ARE DESIGNATED BY X BELOW. |
|--|
| INDIVIDUAL AS NAMED INSURED |
| General Lisbility) |
| it is somed that section (1) of the Definition (f) is replaced by the following: |
| (1) If the named insured is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business |
| which he is the sole proprietor, and the spouse of the named insured with respect to the conduct of such a business. |
| |
| (Automobile) |
| It is agreed that as respects the individual named insured or the spouse of such individual, the policy does not apply to the use of any non-own |
| automobile except in connection with the conduct of a business of which he is the sole proprietor. |
| PARTNERS AS NAMED INSURED |
| The state of the s |
| General Liability) |
| It is agreed that section (2) of Definition (f) is replaced by the following: |
| (2) If the named insured is designated in the declarations as a pertnership, any partner of the pertnership so designated and the spouse of such partnership. |
| but only with respect to his liability as such. |
| (Automobile) |
| It is agreed that, as respects any partner of the insured partnership or the spouse of such partners, the policy does not apply to: |
| 1. An automobile owned by or registered in the name of any partner or his spouse, |
| 2. The use of any non-owned automobile in a business other than that of the partnership. |
| \cdot |
| EXECUTIVE OFFICERS AS INSURED |
| (General Liability) |
| It is somed that section (3) of Definition (f) is replaced by the following: |
| (3) If the named is personal in the declarations at a corporation, any executive officer thereof and the apouse of such executive officer, who |
| acting within the scope of his duties as such. |
| |
| (Automobile) |
| It is egreed that, as respects any executive officer of the insured corporation or the apouse of such executive officer, the policy does not apply to: |
| An automobile owned by or registered in the name of any executive officer or spouse. |
| 2. The use of any non-owned automobile in a business other than that of the corporation. |
| |
| JOINT VENTURE AS NAMED INSURED |
| General Liability) |
| It is agreed that section (5) of Definition (f) is replaced by the following: |
| (5) If the named insured is designated in the declarations as a joint venture, any member of the joint venture so designated and the spouse of sur |
| member, but only with respect to his flability as such. |
| (Automobile) |
| It is agreed that, as respects any member of the insured joint venture or the apouse of such member, the policy does not apply to: |
| 1. An automobile owned by or registered in the name of any member or his spouse. |
| 2. The use of any non-owned automobile in a business other than that of the joint venture. |
| |
| EMPLOYEES AS ADDITIONAL INSURED |
| |
| (General Liability) |
| It is agreed that, as respects employees of the named insured. Definition (f) is amended to include any employee of the named insured within acti- |
| within the scope of his duties as such, but the linurence afforded to such employee does not apply: |
| 1, to bodily injury to (a) enother employee of the named insured arising out of or in the course of his employment or (b) the named insured or, |
| the named insured is a partnership or joint venture, any partner or member thereof; |
| 2. to property damage to property owned, occupied or used by, rented to, in the care, custody or control of, or over which physical control is bel- |

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joint venture, any partner or member thereof.

exercised for any purpose by (a) another employee of the named insured or (b) the named insured, or, if the named insured is a partnership

| | | () | INSURED | | | | €cond | POLICY NUM | | |
|---|----------------|-----|-----------|-------------|------------------|----|---------------|----------------|---------------------------|---|
| 3 | Ţ | 7. | EFFECTIVE | DATE | POLICY PERIOD | to | | AUTHORIZE | REPRESENTATIVE | - |
| - | MEURANCE COURS | CAN | | Complete th | e chave spaces i | | endorsement (| s sol streched | to the policy when issued | - |

PERSONAL INJURY COVERAGE ENDORSEMENT For Use with SELECT LIABILITY POLICY

The company, in consideration of the payment of the premium and subject to all of the provisions of the policy not expressly modified herein, agree with the named insured as follows: SCHEDULE

The insurance afforded is only with respect to personal injury arising out of an offense included within such of the following groups of offenses as an indicated by specific premium charge or charges. GROUPS OF OFFENSES ADVANCE PREMIUM A. Faise Arrest, Detention or Imprisonment, or Malicious Prosecution. \$ B. Libel, Slander, Defamation or Violation of Right of Privacy \$ C. Wrongful Entry or Eviction or Other Invasion of Right of Private Occupancy. 3 Total Advance Premium Minimum Premium \$

Limits of Liability:

. 100.000. Legregate insured's participation.

L PERSONAL INJURY LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of injury (benicalled "personal injury") sustained by any person or organization and arising out of one or more of the following offenses committed in the conduct the named insured's business:

Group A-faise arrest, detention or imprisonment or malicious prosecution;

Group 8—the publication or utterance of a libel or stander or of other defamatory or disparaging material, or a publication or utterance in violation an individual's right of privacy; except publications or etterances in the course of or related to advertising, broadcasting or telecastic activities conducted by or on behalf of the named insured.

-wrongful entry or eviction, or other invesion of the right of private occupancy;

If such offense is committed during the policy period within the United States of Americs, its territories or possessions, or Cariada, and the company share the right and duty to defend any suit against the insured seeking damages on account of such personal injury even if any of the allegations of 1 suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or sail as it deems expedient, but the company's limited to pay any claim or judgment or to defend any suit after the applicable limit of the company's limitity has been exhausted by p ment of judgments or settlements.

Exclusions

This insurance does not apply:

(a) to liability assumed by the insured under any contract or agreement;

- th) to personal injury mising out of the wilful violation of a penul statute or ordinance committed by or with the knowledge or consent of any insured.
- ic) to personal injury sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the named issue (d) to personal injury arising out of any publication or efferance described in Group B. If the first lejurious publication or utterance of the same or simi material by or on behalf of the named insured was made prior to the effective date of this insurance;
- tel to personal injury arising out of a publication or utterance described in Group 8 concerning any organization or business enterprise, or its products services, made by or at the direction of any insured with knowledge of the faisity thereof.

IL PERSONS INSIDED

Each of the following is an insured under this insurance to the extent set forth below:

- (a) if the named insured is designated in the declarations as an individual, the person so designated and his apoune;
- (b) If the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any part or member thereof but only with respect to his Hability as such;
- (c) If the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and a executive officer, director or stockholder thereof while acting within the scope of his duties as such.

This insurance does not apply to personal injury arising out of the conduct of any partnership or joint venture of which the insured is a partner member and which is not designated in this policy as a named insured.

III. LIMITS OF LIABILITY—INSURED'S PARTICIPATION

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain personal injury, or (3) claims made or subrought on account of personal injury, the total Hability of the company for all damages because of all personal injury to which this coverage applicability is not exceed the limit of personal injury Hability stated in the endorsement as "aggregate".

If a participation percentage is stated in the schedule for the insured, the company shall not be liable for a greater proportion of any loss than difference between such percentage and one hundred percent and the balance of the loss shall be borne by the insured; provided, the company may in the insured's portion of a loss to effect settlement of the loss, and, upon notification of the action taken, the named insured shall promptly reimburse. company therefor.

IV. ADDITIONAL DEFINITION

When used in reference to this insurance:

"damages" means only those damages which are psyable because of personal argury urising out of an offense to which this insurance applies.

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| - | THE FOLLOWING SPACES ARE TO BE COMPLETED ONLY IF | ENDORSEMEN | T IS NOT ATTACHED TO THE POLICY WHEN ISSUED. |
|---|---|--------------|--|
| | | - | 1454410 |
| | POLICY SERIOS | | SIGNATURE OF AUTHORIZED REPRESENTATIVE |
| *************************************** | sc | HEDULE | |
| nation | of Antomobiles for Purposes of Division 1: | : | |
| 1) [] | Any owned automobile. | | |
| 7 0 | Any hired automobile. | | |
| 3) 🖼 | Any licensed owned private passenger automobile. | | · · |
| 4) | Any automobile designated in any schedule by the letters | "M.P." | |
| 51 🗆 | Any non-owned automobile, if insurance for the use thereof is a | florded unde | r coverage A of the policy. |
| (6) | | | • |

The company will pay all reasonable medical expense locured within can year from the data of the accident.

Division 1. to or for each person who sustains bodily logicry, caused by accident, white occupying a designated automobile which is being used by a person for whom bodily lajury liability insurance is afforded under this policy with respect to such use;

Division 2. to or for each insured who sustains bodily injury, caused by accident, while occupying or, while a pedestrian, through being struck by a highway

EXCLUSIONS

This insurance does set apply:

(a) to bodily injury to any person or insured while employed or otherwise engaged in duties in connection with an automobile business, if benefits therefor are in whole or in part either payable or required to be provided under any workmen's compensation law.

fol to bodily injury due to war, whether or not declared, civil war, basurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing: (c) under Division 1, to bodily injury to any employee of the named insured arising out of and in the course of employment by the named insured, but this exclusions does not apply to any such bodily injury arising out of and the course of domestic employment by the named insured unless briefits therefor are in whole or in part either payable or required to be provided under any workmen's compensation tow:

(d) under Division 2, to bodily injury sustained while occupying a highway retricte owned by any insured, or turnished for the regular use of any insured by any person or organization other than the named insured

ADDITIONAL DEFINITIONS

"lasures" with respect to the assurance under Division 2 mounts

tal any person designated as insured in the schedule;

'85) while residents of the same household as such designated person, his spouse and the relatives of either; and II such designated person shall die, any person who was an insured at the time of such death shall continue to be an insured.

"designated automobile" means an automobile designated in the schedule and includes:

la) an automobile not owned by the named insured while temporarily used as a substitute for an owned automobile designated in the schedule when withdrawn from normal use for servicing of repair or because of its break-down, tess or destruction; and

B) a trailer designed for use with a private passenger automobile, if not being used for business purposes with another type automobile and if not a home, office, store, display or passenger trailer;

"bighway vehicle" means a land motor vehicle or trailer other than tall a farm type tractor or other equipment designated for use principally off public roads, while not upon public roads.

this a vehicle operated on rails or crawler-treads, or

tel a vehicle while located for use as a residence or premises;

"medical expense" means expenses for necessary medical, surgical, 2-137 and dental services, including prosthetic devices, and necessary ambutance, hospital; professional nersing and (upperal services).

"eccupying" means in or upon or entering into or slighting from.

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CONDITIONS

- 1. Policy Provisions. None of the insuring agreements exclusions or conditions of the policy shall apply to the insurance efforded by this endorsement except "Policy Period, Territory", "Premium", "Inspection and Audit", "Changes", "Assignment", "Cancellation" and "Definitions"
- 2. Limit of Liability. The limit of liability for Automobile Medical Payments Coverage stated in this endorsement as applicable to "each person" is the limit of the company's liability for all medical expense for hodly injury to any person, including any insured, as the result of any one accident. When more than one medical payments coverage afforded by this policy applies to the loss, the company shall not be liable for more than the amount of the highest applicable limit of liability.
- 3. Retice of Accident. When an accident occurs written notice shall be given by or on behalf of the insured to the company or any of its authorized agents as soon as practicable. Such notice shall contain particulars sufficient to identify the insured and also reasonably obtainable information respecting the time, place and circumstances of the accident, the names and addresses of the injured and of available witnesses.
- 4. Medical Reports; Preef and Payment of Claim. As soon as practicable the injured person or someone on his behalf shall give to the company

written proof of claim, under oath if required, and shall, after each request from the company, execute authorization to enable the company to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by the company when and as often as the company may reasonably require.

The company may pay the injured person or any person or organization: rendering the services and such payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute an admission of liability of any person or, except hereunder, of the campany.

- S. Action Against Company. No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this insurance, nor until thirty days after the required proofs of claim have been filed with the company.
- 6. Excess insurance. Except with respect to an owned automobile, the insurance under Division 1 shall be excess insurance over any other solid and collectible automobile medical payments or automobile medical expense ansurance.

The insurance under Division 2 shall be excess insurance over any other valid and collectible automobile medical expense insurance available to the insured under any other policy.

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| | MINSURED | | | POLICY HUMBER |
|-------------|----------------|----------------------------------|--------------------------|-------------------------|
| GEN MERICA | EFFECTIVE DATE | POLICY PERIOD | AUTHORIZED AL | <u> </u> |
| CHAMERICA . | Complete | the above spaces if this endorse | rment 18 sol struches to | the policy when issued. |

A 6150 FAMILY PROTECTION COVERAGE (Automobile Bodity lajury Lizbility)

SCHENNER

| The advance premium for this endorsement is | Umits of Liability | | | |
|---|--------------------|-------------------|--|--|
| \$ INCL. | \$ 15,000 m | 5 30 .QCD ecident | | |

Description of Insured Automobiles—Check appropriate box

- Any automobile owned by the principal named insured
- Any private passenger type automobile owned by the principal named insured
- Any automobile to which are attached Dealer's Automobile Registration Plates issued in the name of the principal named issued Any automobile designated in the declarations of the policy by the letters. "Usi" and an automobile ownership of which is acquired during the policy period by the principal named insured as a replacement therefor

In consideration of the payment of the premium for this endorsement and subject to all of the terms of this andorsement, the company agrees with the named insured as follows:

INSURING AGREEMENTS L Damages for Bodily lajury Caused by Uninsered Automobiles: The company will pay all sums which the insured or his legal representative shall be tegally entitled to recover as damages from the owner or shall be legally entitled to recover as damages from the owner or operator of an eninsured automobile because of bodily injury, sickness or disease, including death resulting therefrom, hereinafter called "bodily injury", sustained by the insured, caused by accident and arising out of the ownership, maintenance or use of such eninsured automobile; provided, for the purposes of this endorsement, determination as to whether the insured or such representative is legally entitled to recover such damages, and if so the amount thereof, shall be made by agreement between the insured or such representative and the company or, if they fail to agree, by arbitration.

The judgment against any person or openization affected to be tearly

No judgment egainst my person or organization alleged to be legally responsible for the bodily injury shell be cooclusive, as between the insured and the company, of the issues of liability of such person or organization or of the amount of damages to which the leasured is legally entitled unless such judgment is entered persuant to an action prosecuted by the insured with the written consent of the company. IL Definitions:

- (a) "lasured" means:
 - (1) the named insured as started in the policy therein also referred to as the "principal named insured" and any person designated as named insured in the schedule and, while residents of the same household, the spouse of any such named insured and reference an althur. relatives of either:
 - (2) any other person while occupying an insured automobile; and (3) any person, with respect to damages he is entitled to recover because of bodily lajury to which this endorsament applies sus-tained by an insured under (1) or (2) above.

The insurance applies separately with respect to each insured, but the application of the insurance to more than one insured shall not operate to increase the limits of the company's liability.

(b) "Insured automobile" means an automobile:

- - (1) described in the schedule as an insured automobile to which the bodily injury liability coverage of the policy applies;
 - (2) white temporarily used as a substitute for an insured automobile as described in subparagraph (1) above, when withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction:
- while being operated by a named insured or by his spouse if a resident of the same household;
- but the term "insured automobile" shall not include:
 - Gi an automobile while used as a public or livery conveyance;
 - (ii) an automobile while being used without the permission of the

- ic' "ministred arthropide" many:
 - (I) an automobile with respect to the ownership, maintenance an automobile with respect to the ownership, maintenance or use of which there is, is at least the amounts specified by the financial responsibility law of the state in which the insured automobile is principally garaged, no bodily injury liability bond or insurance policy applicable at the time of the accident with respect to any person or organization legally responsible for the use of such automobile, or with respect to which there is a bodily injury liability bond or insurance policy applicable at the time of the accident but the company writing the same denies coverage thereunder; or coverage thereunder; of
 - (2) a hit-and-rox automobile as defined;
- but the term "uninsured automobile" shall not include:
 - D an insured automobile,
 - (ii) an automobile which is owned or operated by a self-inserer within the meaning of any motor vehicle financial responsibility law, motor carrier law or any similar law,
 - GIII an automobile which is owned by the United States of America, Canada, a state, a political subdivision of any such government or an agency of any of the foregoing.

 Out a land motor whicle or trailer if operated on rails or crawler-treads or while located for use as a residence or premises and not as a weblicle, or

 - (v) a term type tractor or equipment designed for use principally off public roads, except while actually upon public roads.
- "hit-see-run automobile" mems an ephonobile which causes bodily injury to an insured arising out of physical contact of such automobile with the leasted or with an automobile which the leasted is occupying at the time of the accident, provided: (1) there cannot be ascertained the identity of either the operator or owner of such "hit-and-run automobile"; (2) the insured or nonecone on his behalf that shall have reported the accident within 24 hours to a police, peace or judicial officer or to the Commissioner of Motor Vesticias, and shall have filed with the company within 30 days thereafter a statement under path that the insured or his legal representative has a cause or causes of action arising out of such accident for damages against a person or persons whose identity is unascertainable, and request, the insured or his legal representative makes multiple for the company's request, the insured or his legal representative makes multiple to inspection the automobile which the insured was occupying at the time of the accident.
- (e) Occupying. The word "occupying" means in or upon or entering take

CONDITIONS

1. Policy Provisions: None of the Insuring Agreements, Exclusions or Conditions of the policy shall apply to the insurance afforded by this endorsement except the Conditions "Notice" or "Notice of Accident," "Changes," "Assignment," "Cancellation" and "Declarations".

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- 2. Praminus: If during the policy period the number of instred automobiles owned by the principal named insured of spouse or the number of dealer's license plates issued to the principal resmed insured changes, such named insured shall notify the company during the policy period of any change and the premium shall be adjusted in accordance with the manuals in use by the company. If the sumed premium thus computed exceeds the advance premium paid, such named insured shall pay the excess to the company; if less, the company shall return to such named insured the unearned portion paid by such lasured.
- 3. Freef of Cinim; Medical Reports: As soon as practicable, the insured or other person making claim shall give to the company written proof of claim, under each it required, including full particulars at the nature and extent of the injuries, treatment, and other details entering into the determination of the amount payable hereunder. The insured and every other person making claim hereunder shall submit to examinations under each by any person eased by the company and subscribe the same, as other as may reasonably be required. Proof of claim shall be made uson terms turnished by the company unless the company shall have tailed to turnish such terms within 15 days after receiving notice of claim.

The injured parson shall submit to physical examinations by physicians selected by the company when and as alten as the company may reasonably require and he, or in the event of his incapacity his legal representative, or in the event of his death his legal representative or the person or persons entitled to sum therefor, shall upon each required from the company execute authorization to enable the company to obtain medical reports and copies of records.

- 4. Assistance and Cooperation of the Insured: After notice of claim under this endorsement, the company may require the insured to take such action as sury be necessary or appropriate to preserve his right to recover damages from any person or organization alleged to be legally responsible for the bodily injury; and in any action against the company, the company may require the insured to join such person or organization as a party defendant.
- 5. Notice of Legal Action: II, before the company makes payment of loss bereunder, the insured or his legal sepresentative shall institute any legal action for bodily injury against any parson or organization legality responsible for the use of an automobile involved in the accident, a copy of the summons and coordinate or other process served in connection with such legal action shall be towarded immediately to the company by the insured or his legal representative.
- E. Limits of Liability.

 (a) The limit of liability stated in the achedule as applicable to "each person" is the limit of the company's liability for all damages, including damages for care or loss of services, because of bodily injury asstained by one person as the result of any one accident and, subject to the above provision respecting each person, the limit of liability stated in the achedule as applicable to "each accident" is the total limit of the company's liability for all damages, including damages for care or loss of services, because of bodily injury sustained by two or more persons as the result of any one accident.

th) any amount payable under the terms of this endorsement because of bodily injury sustained in an accident by a person who is an insured under this coverage shall be reduced by

- (1) all sums paid on account of such bodily injury by or on behalf of (i) the owner or operator of the uninsured automobile and (ii) any other person or organization ionity or severally liable together with such owner or operator for such bodily injury injury including all sums paid under the Bodily Injury Liability Coverage of the policy, and
- (2) the process, and the present value of all amounts payable on account of such bodily injury under any workmen's compensation law, disability benefits law or any similar law.

(c) any payment made under this endorsement to or for any insured shall be applied in reduction of the amount of demages which he may be entitled to recover from any person insured under the Bodily Injury Liability Coverage at the policy.

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It the company shall not be obligated to pay under this Coverage that part of the damages which the intered may be entitled to recover from the owner or operator of an uninsured automobile which represents expenses for medical services paid or payable under the Medical Payments. Coverage of the policy.

T. Other insurance: With respect to bodily injury to an insured white occupying an automobile not owned by the principal named insured, the insurance under this endorsement shall apply only as excess insurance ever any other similar insurance evailable to such insured and applicable to such automobile as primary insurance, and this insurance shall then apply only in the amount by which the limit of liability for this coverage exceeds the applicable limit of liability of such other insurance.

Except as provided in the foregoing paragraph, if the insured has other similar insurance available to him and applicable to the accident, the damages shall be deemed not to exceed the higher of the applicable limits of liability of this insurance and such other insurance, and the company shall not be liable for a greater proportion of any loss to which this Coverage applies than the limit of liability hereunder bears to the same of the applicable limits of liability of this insurance and such other insurance.

- 8. Arbitration: If any person making claim berrander and the company do not agree that such person is legally entitled to recover damages from the owner or operator of an uninsured automobile because of bodily injury to the insured, or do not agree automobile because of bodily injury to the insured, or do not agree automobile because of bodily injury to the insured, or do not agree and series and such person and the company do not agree shall be satilted by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrators may be entered in accordance to the award rendered by the arbitrators may be entered in accordance in the sum of the company each agree to consider itself bound and to be bound by any award made by the arbitrators pursuant to this endorsement.
- 8. Trust Agreement: in the event of payment to any person under this endorsement:
- (a) the company shall be entitled to the extent of such payment to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of such person against any person or organization legally responsible to: the bodily injury because of which such payment is made;
- ib) such person shall hold in trust for the benefit of the company a rights of recovery which he shall have against such other person a organization because of the damages which are the subject of claimade under this endorsement;
- to such person shall do whatever is proper to secure and shall nothing after loss to prejudice such rights;
- (d) if requested in writing by the company, such person shall to through any representative designated by the company, such action may be necessary or appropriate to recover such payment as damp troop such other person or organization, such action to be taken in name of such person; in the event of a recovery, the company shall reimbursed out of such recovery for expenses, costs and attorneys' incurred by it in connection therewith;
- (el such person shall execute and deliver to the company such in ments and papers as may be appropriate to secure the rights and gations of such person and the company established by this provi
- till. Payment of Loss by the Company: Any amount due hereum payable (a) to the insured or (b) if the insured be a minor to his or guardian, or (c) if the insured by decasted to his surviving a otherwise (d) in a person authorized by law to receive such payar to a person legally epitifed to recover the damages which the propersonts; provided, the company may at its option pay any due hereuffer in accordance with division (d) hereof.
- 11. Action Against Company: No action shall the against the tubless, as a condition precedent thereto, the insured or a representative has fully complied with all the terms of this endo



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CREAT AMERICAN INSURANCE COMPANIES

ADMINISTRATIVE OFFICE: 580 WALNUT STREET CINCINNATI, OHIO 45202
(Each a capital stock comparation, herein called the company)

SELECT LIABILITY POLICY

Agrees with the insured, named in the declarations made a part hereof, in consideration of the payment of the premium and subject to the limits of liability, exclusions, conditions and other terms of this policy:

INSURING AGREEMENTS

I. Coverage A — Bodily Injury Liability — Automobile. To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of bodily injury caused by an occurrence and arising out of the ownership, maintenance or use including loading and unloading of any automobile.

Coverage B — Bodily Injury Liability — Except Automobile. To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of bodily injury caused by an occurrence.

Coverage C — Property Damage Liability — Automobile. To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as demages because of property damage caused by an occurrence and arising out of the ownership, maintenance or use including loading and unloading of any automobile.

Coverage D — Property Damage Liability — Except Automobile. To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of property damage caused by an occurrence.

II. Extensions of Coverage.

(a) Host Liquor Liability. Exclusion (!) contained in the policy with respect to the manufacturing, distributing, selling or serving alcoholic beverages, does not apply to bodily injury or property damage arising out of serving or giving of alcoholic beverages by or on behalf of the named insured provided the named insured is not a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or is not an owner or lessor of premises used for such purposes.

(b) Incidental Malprectice Coverage. The definition of "bodily injury" is smended to include injury arising out of the rendering of or failure to render professional services by any physician, dentist, or nurse while employed by the named insured to provide such services, subject to the following:

- (1) With respect to injury to any employee of the insured arising out of and in the course of his employment by the named insured, coverage applies only to injury to the emotions or reputation of such employee.
- (2) With respect to any person other than an employee described in (1) above, coverage applies to any injury sustained by such person.
- (c) Assault and Battery, Under Coverage B Bodily Injury Liability — Except Automobile, assault and battery shall be deemed an occurrence unless committed by or at the direction of the named insured.
- (d) Fire, Explosion and Smoke Liability Coverage Real Property, Property Damage Liability Except Automobile applies to properly damage to structures or portions thereof rented to or occupied by the named insured including fixtures permanently attached thereto, if such property damage arises out of Fire, Explosion, or Smoke, subject to the following additional provisions:

The Limit of Property Damage Liability — Except Automobile in the declarations of the policy as applicable to "each occurrence" is, as respects this Pire, Explosion, or Smoke Legal Liability Coverage — Real Property, amended to read \$25,000 each occurrence.

With respect to the insurance afforced by Extension (d), all of the exclusions of the policy, other than the Nuclear Exclusion, are deleted and replaced by the following:

- This insurance does not apply to liability assumed by the insured under any contract or agreement.
- (2) As respects coverage afforded by the explosion hazard, the insurance does not apply to loss by explosion of steam boilers, steam pipes, steam turbines or steam engines.

The following are not "explosions" within the intent or meaning of the explosion coverage:

- (i) electric arcing,
- rupture or bursting of rotating or moving parts of machinery caused by centrifugal force or mechanical breakdown,
- (iii) Water hammer,
- (iv) rupture or bursting of water pipes,
- rupture or bursting due to expansion or swelling of the contents of any buildings or structures, caused by or resulting from water, or
- (vi) rupture, bursting, or operation of pressure relief devices.

As respects coverage afforded by the smoke hazard, smoke means only smoke duering a sudden, unusual and faulty operation of any heating or cooking upit, only when such unit is connected to a chimney by a smoke pipe or vent pipe, and while in or on the premises rented to or occupied by the named insured but not smoke from fireplaces or industrial apparatus.

- (e) Automatic Coverage ~ Newly acquired Entities (30 days). The word, insured, shall include any entity which is acquired or formed after the effective date of this policy by any named insured and over which such named insured maintains ownership or financial control, provided this insurance does not apply to bodily injury or property demage with respect to which such a new insured under this policy is also an insured under any other liability or indemnity policy or would be an insured under any such policy but for exhaustion of its limits of liability. The insurance afforded hereby shall terminate 30 days from the date any such entity is acquired or formed by such named insured unless this policy is endorsed to include such new insured as a named insured affective as of the date of such acquisition or formation.
- III. Defense, Settlement. The company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fradulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.
- Supplementary Payments. The company will pay, in addition to the applicable limit of liability:
- (a) All expenses incurred by the company all costs taxed against the insured in any suit defended by the company and all interest on the antire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon;

(b) Premiums on appeal bonds required in any such sult, premiums on bonds to release attachments in any such sult for an amount not in excess of the applicable limit of liability of this policy, and the cost of ball bonds required of the insured because of accident, or traffic law violation arising out of the use of any vehicle to which this policy applies, not to exceed \$250 per ball bond, but the company shall have no obligation to apply for or furnish any such bonds;

(c) Expenses incurred by the insured for first aid to others at the time of an accident, for bodily injury to which this policy applies;

(d) Reasonable expenses incurred by the insured at the company's request in existing the company in the investigation on defense of any claim or suit, including actual loss of earnings not to exceed \$50 per day.

EXCLUSIONS

This policy does not apply:

(a) to liability assumed by the insured (i) under any Labor Union Contract or any other contract or agreement not in writing, but this sub-section (i) does not apply to a warranty to fitness or quality of the named insured's products or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner; or (ii) if the insured or his indemnitee is an architect, engineer, or surveyor, for bodily injury or property damage arising out of the rendering of or the failure to render professional services by such insured or indemnitee, including'(1) the preparation or approval of meps, plans, opinions, reports, surveys, designs or specifications and (2) supervisory, inspection or angineering services:

(b) to any obligation for which the insured or any carrier as his insurer may be held liable under workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;

(c) to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured or to any obligation of the insured to indemnify another because of damages arising out of such injury; but this exclusion does not apply (1) to any such injury arising out of and in the course of domestic employment by the insured unless benefits therefore are in whole or in part either payable or required to be provided under any Workmen's Compensation law, or '(2) to liability assumed by the more under a written contract other than an agreement between the vinsured and any amployee or his representative;

(d) under Coverages B and D to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of:

- (1) any automobile or alreadt owned or operated by or rented or loaned to any insured, or
- (2) any other automobile or aircraft operated by any person in the course of his employment by any insured but parts (1) and (2) of this exclusion do not apply to the parking of an automobile on premises owned by, rented to or controlled by the named insured or the ways immediately adjoining, if such automobile is not owned by or rented or loaned to any insured, or
- (3) any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity, or
- (4) the operation or use of any snowmobile or trailer designed for use therewith:

(e) under Coverage C, to property damage to (1) property owned or being transported by the insured, or (2) property rented to or in the care, custody or control of the insured, or as to which the insured is for any purpose exercising physical control, other than property damage to a residence or private garage by a private passenger automobile covered by this policy;

(f) under Coverage D, (1) to property damage to property owned or occupied by or rented to the insured, or except with respect to the use of elevators, to property held by the insured for sale or entrusted to the insured for storage or safekeeping. (2) except with respect to liability under a written sidetrack agreement or the use of elevators, to property damage to (i) property while on premises owned by or rented to the insured for the purpost of having operations performed on such property by or on behalf of the insured, provided, however, that this section (i) shall not apply to property damage to such property not exceeding \$5,000 per occurrence subject to a deductible of \$100 per occurrence, (ii) tools or equipment while being used by the insured which is to be installed, erected or used in construction by the insured,

(iv) that particular part of any property, not on premises owned by or rented to the insured (a) upon which operations are being performed by or on behalf of the insured at the time of the property damage arising out of such operations, (b) out of which any property damage arises, (c) the restoration, repair or replacement of which has been made or is necessary by reason of faulty workmanship thereon by or on behalf of the insured, or (3) with respect to the completed operations hazard, to property damage to work performed by the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith:

(g) under Coverage D, to property damage to premises alienated by the named insured arising out of such premises or any part thereof;

- (h) under Coverage D, to property demage to the named insured's products arising out of such products or any part of such products;
- (i) under Coverage D, to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;

(j) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing with respect to (1) liability assumed by the insured under any contract or agreement, or (2) expenses for first aid under insuring Agreement IV, Supplementary Payments;

(k) under Coverage D, to loss of use of tangible property which has not been physically injured or destroyed resulting from (1) a delay in or lack of performance by or on behelf of the named insured of any contract or agreement, or (2) the failure of the named insured's products or work performed by or on behalf of the named insured to meet the level of performance, quality, fitness or durability warranted or represented by the named insured, but this exclusion does not apply to loss of use of other tangible property resulting from the sudden accidental physical injury to or destruction of the named insured's products or work performed by or on behalf of the named insured after such products or work have been put to use by any person or organization other than an insured;

(II) under Coverages B and D, to bodily injury or property damage for which the insured of his indemnitee may be held liable

- as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beversoes, or
- (2) If not so engaged, as an owner or lessor of premises used for such purposes, if such liability is imposed.
 - by, or because of the violation of, any statute ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, or
 - by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person:

but part (ii) of this exclusion does not apply with respect to liability of the insured or his indemnitee as an owner or lessor described in (2) above;

(m) under Coverages B and D, to bodily injury or property damage arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to any insured;

F.21000C - 3-76

(n) under Coverages 8 and D, to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the named insured's products or work completed by or for the named insured or if any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suggested defect or deficiency therein;

(o) under any liability coverage to bodily injury or property

damage arising out of the discharge, disbursel, Talease or escape of smoke, vapors, soot, fumes, acids, alkalies, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pullutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply (a) if such discharge, disbursel, release or escape is sudden and accidental, or (b) in any case under Coverages A and C to the additional coverage afforded any individual by an Individual Named Insured or Family Automobile Endorsement.

DEFINITIONS

- (a) "Automobile" means a land motor vahicle, trailer or semi-trailer designed for travel on public roads, (including any machinery or apparatus attached thereto) but does not include mobile equipment:
 - Owned Automobile means an automobile dwied by or leased under contract for one year or more to the named insured.
 - (2) Hired Automobile means an automobile not owned by the named insured which is used under contract in behalf of, or loaned to, the named insured provided such automobile is not owned by, leased under contract for one year or more, or registered in the name of (a) a permer or executive officer of the named insured, or (b) an employee or agent of the named insured who is granted an operating allowance of any sort for the use of such automobile.
 - (3) Non-Owned Automobile means an automobile which is neither an owned automobile nor a hired automobile.
 - (4) Private Passenger Automobile means a four wheel private passenger-or station wagon type automobile. 3
 - 5) Two or More Automobiles. The terms of this policy apply separately to each automobile insured hereunder, but a motor vehicle and a trailer or trailers attached thereto shall be held to be one automobile as respects limits of liability.
 - (5) Automobile Business meens the business or occupation of selling, repairing, servicing, storing, or parking automobiles.
- (b) "Bodily Injury" means bodily injury, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting therefrom;
- le) "Products Hazard" includes bodily injury and property demage arising out of the named insured's products or reliance upon a representation or warranty made at any time with respects thereto, but only if the bodily injury or property demage occurs away from premises owned by or rented to the named insured and after physical possession of such products has been relinquished to others.
- (d) "Named Insured's Products" means goods or products manufactured, sold, handled or distributed by the named insured or by others trading under his name, including any container thereof (other then a vehicle), but "named insured's products" shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold.
- (e) "Completed Operations Hazard" includes bodily injury and property damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the named insured. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:
 - (1) When all operations to be performed by or on behalf of the named insured under the contract have been completed.
 - (2) When all operations to be performed by or on behalf of the named insured at the site of the operations have been completed, or

(3) When the portion of the work out of which the injury or damage srises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the tame project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete shall be deemed completed.

The completed operations hazard does not include bodily injury or property damage erising out of:

- operations in connection with the transportation of property, unless the bodily injury or property damage erises out of a condition in or on a vahicle created by the loading or unloading thereof, or
- (ii) the existence of tools, uninstalled equipment or abandoned or unused materials.
- (f) "Insured" means the named insured and:
- if the named insured is an individual, the spouse of such named insured if a resident of the same household;
- (2) if the named insured is a partnership, any partner and the spouse of such pattner if a resident of the same household;
- (3) If the named insured is a corporation, any executive officer and the spouse of such executive officer if a resident of the same household;
- (4) if the named insured is a corporation, any director or stockholder thereof while acting within the scope of his duties as such;
- (5) If the named insured is a joint venture, any member and the spouse of such member if a resident of the same household:
- (6) any person (other than an employee of the named insured) or organization while acting as real estate manager for the named insured;
- (7) with respect to animals and watercraft owned by any insured, any person or organization legally responsible therefor, except a person using or having bustody of any such animal or watercraft without the permission of the owner;
- (8) any other person while using an owned automobile or a hired automobile with the permission of the named insured, provided his actual operations or (if he is not operating) his other actual use thereof is within the scope of such permission, but with respect to bodily injury or property damage arising out of the loading or unloading thereof, such other person shall be an insured only if he is:
 - (a) a lessee or borrower of the automobile. Of
 - (b) an employee of the named insured or of such lessee or burnower:
- (9) any other person or organization but only with respect to his or its liability because of acts or omissions of an insured under (1), (2), (3), (4), (5), (6), (7), or (8) above;
- (10) with respect to the operation, for the purpose of locomotion upon a public highway, of mobile equipment registered under any motor vehicle registration law.
 - an employee of the named insured while operating any, such equipment in the course of his employment, and

3

- (b) any other person while operating with the permission of the named insured any such equipment registered in the name of the named insured and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization; provided that no person or organization shall be an insured under this paragraph (10) with respect to:
 - bodily injury to any fellow employee of such person injured in the course of his employment, or
 - (iii) property damage to property owned by, rented to, in charge of or occupied by the named insured or the employer of any person described in subparagraph (b).

Such insurance as is afforded with respect to any person or organization other than the named insured does not apply to:

- any person while engaged in the business of his employer with respect to bodily injury to any fellow employee of such person injured in the course of his employment;
- (b) the owner or fesser for whom the named insured is a sub-lesser) of a hired automobile or the owner of a non-owned automobile, or any agent or employee of any such owner or lessee;
- (c) any person while employed in or otherwise engaged in duties in connection with an automobile business, other than an automobile business operated by the named insigned.

(g) "Occurrence" means an accident, including continuous or repeated exposure to conditions, which results during the policy period

In bodily injury or property damage neither expected nor intended from the standpoint of the insured. For the purpose of determining the limit of the company's liability, all bodily injury and property damage erising out of continuous or repeated exposure to substantially the same general conditions shall be considered at arising out of one occurrence.

- (h) "Property Damage" means (1) physical injury to or destruction of tangible property which occurs during the policy period including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period.
- (i) "Elevator" means any holsting or lowering device to connect floors or landings, whether or not in service and all appliances thereof including any car, platform, sheft, hoistway, stairway, runway, power equipment, and machinery; but does not include an automobile servicing hoist, or a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hod or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property and having a compartment height not exceeding four feet.
- (j) "Mobile Equipment" means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the maned insured including the ways immediately adjoining or (4) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding, and building cleaning equipment; and geophysical exploration and well servicing equipment. Mobile equipment shell include unregistered automobiles on premises owned by, rented to or controlled by the named insured including the ways immediately adjoining.

CONDITIONS

(Unless otherwise noted, the conditions apply to all coverages)

 Limits of Liability. Entry in the declarations of dollar amount of limits of liability shall designate the limits plan applicable.

(a) Multiple Limits Plan

- (i) Limits of Liability, Each Person Coverage A: The limit of bodily injury liability stated in the declarations as applicable to "each person" is the limit of the company's liability for all damages, including damages for care and loss of services, because of bodily injury austained by any one person as the result of any one occurrance.
- (ii) Limits of Liability, Each Occurrence Coverage A, B, C, and D: Subject to provisions respecting limits of liability for "each person" in paragraph (i) above, the limits of liability expressed in the declaration as applicable to "each occurrence" is the total limit of the company's liability combined for all damages sustained by one or more persons, including under coverages A and B damages for care and loss of services, as a result of any one occurrence.
- fill) Limits of Liability, Aggregate Coverages B and Dr. Subject to the provisions respecting "each occurrence" in paragraph (ii) above, the total liability of the company for all damages arising out of Coverages B and D which occur during each succeeding annual period while this policy is in force, the first annual period to commence with the effective date of this policy, and which are described in any of the numbered subparagraphs below shall not exceed the (limit of liability stated in the declarations as "aggregate":
 - (1) "Aggregate Operations" All property damage arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, but excluding property damage included in (2) below:
 - (2) "Aggregate Protective" All property damage arising out of and occurring in the course of operations performed for the named insured by independent contractors and general supervision thereof by the named insured, but this subparagraph (2) does not include property damage arising out of maintenance or repairs at premises owned by or rented to the named insured or structural.

- alterations at such premises which do not involve changing size of or moving buildings or other structures;
- (3) "Aggregate Products and Completed Operations" All bodily injury and property damage included within the completed operations hazard and all bodily injury and property damage included within the products hazard;
- (4) "Aggregate Contractual" All property damage for which liability is assumed by the named insured under contracts covered by this policy.

Such aggregate limit shall apply saparately:

- (a) to the property damage described in subparagraph (1) and
 (2) and separately with respect to each project away from premises owned by or rented to the named insured;
- to the sum of damages for all bodily injury and property damage described in subparagraph (3); and
- (c) to the property damage described in subparagraph (4) and separately with respect to each project away from premises owned or rented to the named insured.

(h) Single Limit Plan

- (i) Limits of Liability, Each Occurrence Coverages A, B, C, and D: The limits of liability expressed in the declarations as applicable to "each occurrence" is the total limit of the company's flability combined for all damages, including under coverages A and B damages for care and loss of services, as a result of any one occurrence.
- (ii) Limits of Liability, Aggregate Coverages 8 and D: Subject to the provisions respecting "each occurrence" in paragraph (i) above, the total liability of the company for all damages arising out of Coverages 8 and D which occur during each succeeding annual period while this policy is in force, the first annual period to commence with the effactive date of this policy, and which are described in any of the numbered subparagraphs below shall not exceed the limit of liability stated in the declarations as "aggregate":

F.21000C - 3-76

- (1) All property damage arising out of premises or operations rated on a remuneration basis or contractor's equipment on a receipts basis, but excluding property damage included in subparagraph (2) below:
- (2) All property damage arising out of and occurring in the course of operations performed for the named insured by independent contractors and general supervision thereof by the named insured, but this subparagraph (2) does not include property damage arising out of maintenance or repairs at premises owned by or rentad to the named insured or structural alterations at such premises which do not involve changing size of or moving buildings or other structures:
- (3) All bodily injury and property damage included within the completed operations hazard and all bodily injury and property damage included within the products hazard;
- (4) All property damage for which liability is assumed by the named insured under contracts covered by this policy.

Such aggregate limits shall apply separately:

- to the property damage described in subparagraphs (1) and (2) and separately with respect to each project away from premises owned by or rented to the named insured;
- to the sum of damages for all bodily injury and property damage described in subparagraph (3); and
- (c) to the property damage described in subparagraph (4) and separately with respect to each project away from premises owned by or rented to the named insured.
- 2. Policy Period, Territory. This policy applies to occurrences taking place anywhere during the policy period; provided, however, that (1) resulting claims are asserted within the United States of America, its possessions or in Canada, and (2) it shall apply to suits and Judgments for damages resulting therefrom only if suit is commenced in a court in the United States of America, its possessions or in Canada.
- 3. Inspection and Audit. The Company shall beggermitted but not obligated to inspect the named insured's property and operations at any time. Neither the company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the named insured or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation. The company may examine end audit the named insured's books and records at any time during the policy period and extensions thereof and within one year after the final termination of the policy, as far as they relate to the subject matter of this insurance.
- 4. Severability of Interests. The term "the insured" is used severally and not collectively. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability.
- 5. Insured's Duties in the Event of Occurrence, Claim or Suit.
 - (a) In the event of an occurrence, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured, and of available witnesses, shall be given by or for the insured to the company or any of its authorized agents as soon as practicable. Knowledge of an occurrence by any agent or employee of the insured shall not constitute knowledge by the insured unless the insured individual, a partner of the insured partnership an executive officer of the insured corporation or a member of the insured joint venture shall have received notice of such occurrence from such agent or employee.
 - (b) If claim is made or suit is brought against the insured, the insured shall immediately forward to the company every demand, notice, summons or other process received by him or his representative.
 - (c) The insured shall cooperate with the company and, upon the company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of injury or damage with respect to which insurance is afforded under this policy; and the insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not; except at his own cost, voluntarily make

any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident,

- 6. Action Against Company. No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant end the company. Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the company as a party to any action against the insured to determine the insured's liability, nor shall the company be impleaded by the insured or his legal representative. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder.
- 7. Subrogation. In the event of any payment under this policy, the company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.
- 8. Cancellation. This policy may be cancelled by the named insured by surrender thereof to the company or any of its authorized agents or by mailing to the company written notice stating when thereafter the cancellation shall be affective. This policy may be cancelled by the Company by mailing to the named insured at the address shown in this policy written notice stating when not less than thirty days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of the surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.
- If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rate. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable thereafter, but payment or tender of unearned premium is not a condition of cancellation.
- 9. Assignment. Assignment of interest under this policy shell not bind the company until its consent is endorsed hereon; if, however, the named insured shall die, such insurance as is afforded by this policy shall apply (1) to the named insured's legal representative, as the named insured, but only while acting within the scope of his duties as such, and (2) with respect to the property of the named insured, including any owned automobile or hired automobile, to the person having proper temporary custody thereof, as insured, but only until the appointment and qualification of the legal representative; provided that notice of cancellation addressed to the insured named in the declarations and mailed to the address shown in this policy shall be sufficient notice to effect cancellation of this policy.
- 10. Changes. Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.
- 11. Other Insurance, The insurance afforded by this policy is primary insurance; except:
 - (a) when stated to apply otherwise in this policy, or any supplement or endorsement;
 - (b) with respect to (1) insured watercraft, or (2) Hired or Non-Owned Automobiles, it shall be excess over any other valid and collectible insurence available to the insured. When this insurence is primary and the insured has other insurence which is stated to be applicable to the loss on an excess or contigent basis, the amount of the company's liability under this policy shall not be reduced by the existence of such other insurance. When both this insurance and other insurance apply to the loss on the same basis, the company shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

- (a) Contribution by Equal Shares, If all of such other valid and collectible insurance provides for contribution by equal shares the company shall not be liable for a greater proportion of such loss then would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.
- (b) Contribution by Limits, if any of such other insurance does not provide for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.
- 12. Three Year Policy. A policy period of three years is comprised of three consecutive annual periods. Rater are subject to amendment for the second and third annual periods in accordance with the company's rules and rating plants, but this procedure does not apply to the premium for Coverages B and D if paid in advance at inception of the policy. Computation and adjustment of rates and samed premium shall be made at the end of each annual period. Aggregate limits of liability as stated in this policy shall apply separately to each annual period.
- 13. Financial Responsibility Laws When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, such insurance as is afforded by this policy for bodily injury limbility or for property damage liability shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law. The insured agrees to reimburse the company for any payment made by the company which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.
- 14. Liberalization Clause. If while this policy is in force, or within 45 days prior to the inception date thereof, there be adopted and published for use by this company any forms, endorsements or rules by which this insurance could be extended or broadened without additional premium charge, then, as to loss occurring during the policy period and after the effective date of such adoption and publication, such extended or broadened insurance shall insure to the benefit of the insured hereunder as though such endorsement or substitution of forms had been made.
- 15. Nuclear Exclusion. This policy does not apply:
 - Under any Liability Coverage, to bodily injury or property damage.
 - (a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurence Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurence Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
 - II. Under any Madical Payments Coverage, or under any Supplamentary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

- Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if
 - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured, or (2) has been discharged or dispersed therefrom:
 - the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - (c) the bodily injury or property damage arises out of the furnishing by an insured of services, meterials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility; but if such facility is located within the United States of America, its territories or possessions, or Canada, this exclusion (c) applies only to property damage to such nuclear facility and any property therest.

IV. As used herein:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source meterial, medial nuclear
material or byproduct meterial:

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law emendatory thereof:

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

- (a) any nuclear reactor,
- (b) any equipment or device designated or used for (1) separating the isotopes of uranium or plutonium,
 (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste.
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutofilum or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises, or place prepared or used for the storage or disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such site, and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"property damage" includes all forms of radioactive contamination of property.

NEW YORK — It is agreed that the provisions of the "Nuclear Energy Liability Exclusion Endorsement — Broad Form", printed above, do not apply in New York with respect to any Automobile Bodily Injury Liability and Automobile Property Damage Liability coverage afforded by this opticy.

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- 16. Pramium. The advance premium stated in the declarations is an estimated premium only. Upon termination of this policy, the earned premium shall be computed in accordance with the company's rules, rates, rating plans, premiums, and minimum premiums applicable to this insurance. If the earned premium thus computed exceeds the estimated advance premium paid, the named insured shall pay the axcess to the company; if less, the company shall return to the named insured the unearned portion paid by such insured. The named insured
- shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as the company may direct.
- 17. Conformity with Statute. The terms of this policy and forms attached hereto which are in conflict with the statutes of the state wherein this policy is issued are hereby amended to conform to such statutes.

IN WITNESS WHEREOF, the company has caused this policy to be signed by its president and secretary, but this policy shall not be valid unless completed by the attachment hereto of a Declarations page countersigned by a duly authorized agent of the company.

Prasidan

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OF COUNSELL
ROSSE: C. MOEST
JOSEN F. MAGGERSESS
MIGGINE ALLEN

LOS ANTELES CA

TRUTANICH MICHEL, LLP

PORT OF LOS ANGELES OFFICE 407 NORTH HARDER BOLLEVARD EAN PEDRA, CALFORNA 90731-5366 TELEPHONE (310) 548-4813 DON B. KATES SIN PLANETICS, CA MARK K. BRATINGON NEW YORK, N.Y. DAYED T. HARDY TUCSON, AZ. BEYMENY L. CAUTELL SAN DESCO. CA

March 20, 2003

Catherine M. Zacharies CPCU, AIM
Senior Litigation Specialist
Environmental & Health Hazard Claims
Great American Insurance Group
49 East Fourth Street
Suite 700 North
Cincinnati, OH 45202-3803

BY FACSIMILE ONLY (415) 955-2599

Paul J. Killion Hancock Rothert & Bushoft LLP 4 Embarcadero Center San Francisco, CA 94111-4168

Re: Insured:

Angeles Chemical Company, Inc. and John Locke

Site:

8915 Sorenson Avenue

Location:

Santa Fe Springs, CA

Policies:

SLP9451357 et al.

Case:

McKesson vs. Angeles Chemical Company

Dear Mr. Killion:

We are still awaiting a response to my letter to you of January 28, 20%. To date, it is my understanding that you have also failed to respond to the letters from Firema ?'s Fund's counsel, Sherry Pantages. We respond to your March 18, 2003 letter as follows:

- 1.) First heard of demand or mediation: Your statement is incorred. You have been previously advised, in writing, regarding the nature and extent of h cKesson's damage claims.
- 2.) Reasons for the Mediation: The mediation was requested by Firems is Fund some time ago. In the interim, McKesson selected new counsel that caused some delay in setting the mediation date. Accordingly, we notified you as soon as the mediation date was set.
- 3.) Most recent demands: McKesson stated a damage claim in excess o \$20 million dollars against your insured in their FRCP Rule 26 statement of damages. A copy of their response was previously provided to you, but we have attached an additional copy for your records. In recent interrogatory responses seeking information regarding their demage claims against the insured, McKesson referred to their statement of damages in their FRCP Rule 26 disclosure.

Claims Representative March 20, 2003 Page 2

- Assessment of McKesson's damage claims: There is evidence that sugg its that McKesson 3.) had releases of contaminants on their own property that may have consed a substantial portion of the contamination for which they are seeking damages. Howe er, the cover letter to the 1993 Imminent and Sub trantial Endangerment Order, Docket No. I§S/E 92/93-012, issued to your insured, concludes that one of the basis for the issuance f the Order is that Angeles is leaking onto McKesson. As you have previously represented that you have reviewed the entire Angeles and McKesson file, you undoubtably are i possession of the cover letter to the Order. Our experts are currently in the process of finazing the modeling for the subsurface contamination to be used during the mediation. Prel minary analysis of the data suggests that there may be as many as four different confir d and unconfined aquifers within the first 100 feet below the surface. Each of the different aquifers has potentially different gradients with the potential for cross-contamiration between the aquifers. Furthermore, the vapor contamination underlying the Site has the potential, and according to McKesson's vapor modeling submitted to the DTSC did to cause cross-site contamination. As previously discussed, the recent characterization work on the Angeles property reveals vertical and lateral contamination from the railroad sp r on the north side of the Angeles property, where the railroad cars that stored the chloricated solvents were parked. Thus, evidence does exist which suggests that releases from the insured's property may have contaminated the McKesson property. We are obviously taking the position with McKesson that no contamination from Angeles impacted the McKess n property and that conversely, McKesson actually contaminated Angeles. Accordingly, any contamination flowing back to McKesson in the deeper aquifers, we contend, i McKesson's own contamination flowing back onto their property. Therefore, the underlying case is extremely technically complex. Both sides are supposed to make a technical presentation at the outset of the mediation, so that both parties can assess the opposing sides' the ory of the case and evaluate the damage claims accordingly.
- Insurance: We have previously supplied you with a list of all insurance policies we have been able to locate. However, please find attached a copy of our latest updated list. All of the insurance policies comprise approximately 1,500 pages and are located in a 3 binder set in our offices. Please feel free to come to our offices and review the binders. If you wish to have a copy of the binders, we will send them to an outside vendor to bacopied and bill you for the copying charges.
- 5.) Logistical Details for the Mediation: Please find attached a letter fr m John Edgecomb, counsel for McKesson, setting forth the logistical details.
- Evaluation of Angeles defense obligation under the Great American Insurance Policies:

 Please provide us with a copy of all records that you have reviewed, no rieved or otherwise relate to Angeles or your evaluation of McKesson's damage claims.

p . 4

Claims Representative March 20, 2003 Page 3

I look forward to hearing the prompt acceptance of the tender of defens. If you have any questions, please feel free to contact the undersigned at the office or at (619) 75 4-3031.

Sincerely,

TRUTANICH • MICHEL, LP

effery L. Caufield

JLC/hv



Greve Financial Serv. v. McKesson Angeles Chemical Company, Insurance Policies

TRUTANICH-MICHEL, LLP

| TAB | CARRIERS | POLICY NUMBER | POLICY DATES | | EVIDENCE |
|-----------|---|--|----------------------------------|---------|-------------|
| A1 | | A87CX07493 | | | X |
| | American Empire Surplus Lines | | | 4070 | |
| A2 | Insurance Company | 8CU00040 | 01-01-1978 to 01- 1 | -19/9 | X |
| | American Empire Surplus Lines | 9CU00061 | 01-01-1979 to 01- 1 | -1980 | X |
| A3 | Insurance Company American Empire Surplus Lines | 30000001 | 0.01-10101001 | | |
| A4 | Insurance Company | OCU00661 | 01-01-1980 to 01-1 | -1981 | X |
| | American Empire Surplus Lines | Andrewsky to receive the second se | | | |
| A5_ | Insurance Company | 1CU02174 | 01-01-1981 to 01- 1 | -1982 | <u> </u> |
| 4.5 | American Empire Surplus Lines | 2003009 | 01-01-1982 to 01-11 | -1983 | X. |
| A6 | Insurance Company | The state of the s | 107-1002.0001 | | X |
| A7 | CIGNA | ICX 020481 | his and the second of the second | التعسيب | |
| A8_ | Fidelity & Deposit of Maryland | 96-30151243 | 01-01-1995 to 01-11 | -1998 | X |
| A9_ | Fidelity & Deposit of Maryland | CCP9296282 | | | X |
| A10 | Fireman's Fund | LC 2648139 | 01-01-1978 to 01: 11 | 1-1979 | X |
| A11 | Fireman's Fund | LA 2679396 | 01-01-1979 to 01: 11 | 1-1982 | Х |
| A12 | Fireman's Fund | LA 3100753 | 01-01-1982 to 01 | 1-1985 | Х |
| A13 | Fireman's Fund | 2 49 MXX 80004633 | 01-01-1984 to 01-11 | 1-1987 | Х |
| A14 | Fireman's Fund | 2 49 MXC 5504656 | 01-01-1985 to 01 1 | 1-1986 | X |
| A15 | Fireman's Fund | 2 49 MXC 80006534 | 01-01-1986 to 01 | 1-1987 | <u> </u> |
| A16 | Fireman's Fund | 2 49 MXX 80204558 | 01-01-1987 to 01 J | 1-1988 | X |
| A17 | Fireman's Fund | 2 49 MXC 80041274 | 01-01-1987 to 01 | 1-1988 | Х |
| A18 | Fireman's Fund | 2 49 MXC 80096818 | 01-01-1988 to 01 | 1-1989 | X |
| A19 | Fireman's Fund | 2 49 MXX 80272151 | 01-01-1988 to 01 | 1-1989 | X |
| A20 | Great American Surplus Lines Ins. Co. | 8 CU 0 00 40 | 03-18-1978 to 01 | 1-1979 | Х |
| A21 | Great American Surplus Lines Ins. Co. | 9 CU 0 06 61 | 01-01-1979 to 01 | 1-1980 | Х |
| A22 | Great American Surplus Lines Ins. Co. | 0 CU 0 06 61 | 01-01-1980 to 01 | 1-1981 | X |
| A23 | Great American Surplus Lines Ins. Co. | 0 CU 0 00 40 | 01-01-1980 to 01 | 1-1981 | unavallable |
| A24 | Great American Surplus Lines Ins. Co. | 1 CU 0 21 74 | 01-01-1981 to 01 1 | 1-1982 | X |
| A25 | Great American Surplus Lines Ins. Co. | 2 CU 0 30 09 | 01-01-1982 to 01 | 1-1983 | X |
| B1 | Hanover Insurance | LHZ5019793-00 | 07-01-1997 to 01 | 1-1998 | X |
| B2 | Hanover Insurance | LHZ5019793-01 | 01-01-1998 to 01 | 1-1999 | Х |
| <u>B3</u> | Hanover Insurance | LHZ5019793-03 | | | X |
| B4 | Hanover Insurance | ADZ50119794-00 | 01-01-1997 to 01 1 | 1-1998 | X |
| B5 | Hanover Insurance | ADZ50119794-01 | 01-01-1998 to 01 0 | 1-1999 | X |
| B6 | Hanover Insurance | ADZ50119794-02 | 01-01-1999 to 01 | 1-2000 | X |
| B7 | Hanover Insurance | ADZ50119794-03 | 01-01-2000 to 01 1 | 1-2001 | X |
| B8 | Hanover Insurance | ZO41174903 | 01-01-1998 to 01 | 1-1999 | unavailable |
| 89 | Hanover insurance | ZHZ5587651-00 | 01-01-1999 to 01) | 1-2000 | <u> </u> |

Updated: 12/10/2002

Page 1 of 3:

Prepan Thy Trutanich Michel, LLP



Grave Financial Serv. v. McKesson Angeles Chemical Company, Insurance Policies

| | * | | | |
|------------|--|-------------------|--|---------|
| B9 | Hanover Insurance | ZHZ5587651-01 | 01-01-2000 to 01-1-2 | 001 X |
| B10 | Harbor Insurance Company | HI 211566 | 01-01-1985 to 01-11-1 | 986 X |
| | Hartford | TXU 106103 | 01-01-1983 to 01- 1-1 | 984 X |
| | Industrial indemnity | AS 8 81 91 23 | 01-01-1987 to 01- 1-1 | 988 X |
| | North Star Reinsurance Corporation | NSX-19951 | 06-02-1980 to 01- i1-1 | 981 X |
| - | Planet Insurance Company | NKA125868604 | 01-01-1993 to 01- 11-1 | |
| 814 | | NKA125868605 | 01-01-1994 to 01- 1-1 | |
| 816 | Planet Insurance Company | | | |
| B16 | Planet Insurance Company | NG1259217-89 | 01-01-1989 to 01- 1-1 | 1990 X |
| B17 | Planet Insurance/Reliance National Indemnity Company | NKA125868689 | 01-01-1989 to 01- 1-1 | 1990 X |
| | Planet Insurance/Reliance National | | | |
| B18 | Indomnity Company | NKA125868601 | 01-01-1990 to 01-11- | 1991 X |
| | Planet Insurance/Reliance National | NIVATOROCOENO | 01-01-1991 to 01-11- | 1992 X |
| B19 | Indemnity Company Planet Insurance/Reliance National | NKA125868602 | O INTERIOR INTO A INTERIOR | 1994 |
| 820 | Indemnity Company | NKA125868603 | 01-01-1992 to 01-11- | 1993 X |
| | Planet Insurance/Reliance National | | | |
| B20 | Indemnity Company | NKA125868604 | 01-01-1993 to 01: 11- | 1994 X |
| | Planet Insurance/Reliance National | LUCI APPARAGE | A SA A A A A A A A A A A A A A A A A A | 460° |
| B20 | Indemnity Company Planet Insurance/Reliance National | NKA125868605 | 01-01-1994 to 01 11- | 1995 X |
| B21 | Indemnity Company | NKA125868606 | 01-01-1995 to 01 11- | 1996 X |
| 041 | Planet Insurance/Reliance National | 111011200000 | 8101-1000 | |
| B22 | Indemnity Company | NKA12586B607 | 01-01-1996 to 01 11- | 1997 X |
| | Planet Insurance/Reliance National | TV- | | |
| B23 | Indemnity Company | NGB 1677832-00 | | X |
| 024 | Planet Insurance/Reliance National Indemnity Company | NGB 1677832-01 | 01-01-1991 (0.01.)1- | 1992 X |
| 824 | Planet Insurance/Reliance National | (1000 101 1032-01 | 1001-01-1991 1001 71- | 1992 |
| B25 | Indemnity Company | NGB 1677832-02 | 01-01-1992 to 01 01- | 1993 X |
| | Planet Insurance/Reliance National | | | |
| C1 | Indemnity Company | NGB 1677832-03 | 01-01-1993 to 01 111- | 1994 X |
| CZ | Planet insurance/Reliance National Indemnity Company | NGB 1677832-04 | 01-01-1994 to 01 171- | 1995 X |
| V4 | Planet Insurance/Reliance:National | 1430 10/1034-04 | | 1530 A |
| C3 | Indemnity Company | NGB 1677832-05 | 01-01-1995 to 01 11- | -1996 X |
| | Planet Insurance/Reliance National | | | |
| C4 | Indemnity Company | NGB 1677832-06 | 01-01-1995 to 01 D1- | -1996 X |
| C5 | Twin City Fire Insurance Company | TXU 106103 | 01-01-1983 to 01 111- | 1984 X |
| C6 | The Travelers | 762A9285 | to 11/75 | X |
| C7 | The Travelers | 764A3022 | to 11/75 | X |
| C8 | The Travelers | 764A4504 | to 11/75 | Х |
| C9 | Twin City Fire Insurance Company | TXU 106103 | 01-01-1983 to 01 01- | -1984 X |
| C10 | Verlan Fire Insurance | MOO1306/3 | 01-01-1998 to 01 31 | |
| C11 | Western Employer's Insurance | UL 10-0184-05667 | 01-01-1984 to 01-01 | |

Updated: 12/10/2002

Page 2 of 3

Prepan il by Trutanich Michel, LLP

TRUTANICH-MICHEL, LLP

310-548-4813

p. 7

Greve Financial Serv. v. McKeason Angeles Chemical Company, Insurance Policies

C12 | Western Employer's Insurance | UL 10-0185-05667 | 01-01-1985 to 01-1-1986 | X

Updated: 12/10/2002

Page 3 of 3

Prepan I by Trutanich Michel, LLP

p. 7

Greve Financial Serv. v. McKesson Angeles Chemical Company, Insurance Policies

TRUTONICH-MICHEL, LLP

| TAB A1 | CARRIERS Admiral Insurance Company | POLICY NUMBER A87CX07493 | POLICY DATES | EVIDENCE |
|-------------|--|-----------------------------|--------------------------|-------------|
| A2 | CIGNA | UL10018405667 | 04:04:3663.2014.04:4005. | unavailable |
| | CIGNA | | 01-01-1984 to 01-01-1985 | X |
| <u>A3</u> _ | The state of the s | UL10018505667 | 01-01-1985 to 01-01-1986 | X |
| A4 | Fidelity & Deposit of Maryland | 96-30151243 | 01-01-1995 to 01-01-1998 | unavailable |
| A5 | Fidelity & Deposit of Maryland | CCP9296282 | - | unavallable |
| _A6 | Fireman's Fund | LC 2648139 | 01-01-1978 to 01-01-1979 | Х |
| A7 | Fireman's Fund | LA 2679396 | 01-01-1979 to 01-01-1982 | X |
| A8 | Fireman's Fund | LA 3100753 | 01-01-1982 to 01-01-1985 | X |
| A9 | Fireman's Fund | 2 49 MXP 03585712 | 01-01-1982 to 01-01-1985 | X |
| A10 | Fireman's Fund | 2 49 MXX 80004633 | 01-01-1984 to 01-01-1987 | X |
| A11 | Fireman's Fund | 2 49 MXC 5504656 | 01-01-1985 to 01-01-1986 | X. |
| A12 | Fireman's Fund | 2 49 MXC 80006534 | 01-01-1986 to 01-01-1987 | Х |
| A13 | Fireman's Fund | 2 49 MXX 80204558 | 01-01-1987 to 01-01-1988 | X |
| A14 | Fireman's Fund | 2 49 MXC 80041274 | 01-01-1987 to 01-01-1988 | Х |
| A15 | Fireman's Fund | 2 49 MXC 80096818 | 01-01-1988 to 01-01-1989 | X |
| A16 | Fireman's Fund | 2.49 MXX 80272151 | 01-01-1988 to 01-01-1989 | Х |
| A17 | Great American Insurance Company | SLP 9451357 | 11-01-1976 to 01-01-1978 | X |
| A18 | Great American Surplus Lines Ins. Co. | 8 CU 0 00 40 | 03-18-1978 to 01-01-1979 | X |
| A19 | Great American Surplus Lines Ins. Co. | 9 CU 0 00 61 | 01-01-1979 to 01-01-1980 | X |
| A20 | Great American Surplus Lines Ins. Co. | 0 CU 0 06 61 | 01-01-1980 to 01-01-1981 | × |
| A21 | Great American Surplus Lines Ins. Co. | 1 CU 0 21 74 | 01-01-1981 to 01-01-1982 | × |
| A22 | Great American Surplus Lines Ins. Co | 2 CU 0 30 09 | 01-01-1982 to 01-01-1983 | X |

Updated 3/31/2003

Page 1 of 3

Prepared by Trutanich Michael 112

310-548-4813

Greve Financial Serv. v. McKesson Angeles Chemical Company, Insurance Policies

| TAB | CARRIERS | POLICY NUMBER | POLICY DATES | EVIDENCE |
|------------|------------------------------------|---------------|--------------------------|-------------|
| B1 | Hanover Insurance | LHZ5019793-00 | 01-01-1997 to 01-01-1998 | X |
| B2 | Hanover Insurance | LHZ5019793-01 | 01-01-1998 to 01-01-1999 | X |
| B 3 | Harrover Insurance | LHZ5019793-03 | | unavailable |
| B4 | Hanover Insurance | ADZ5019794-00 | 01-01-1997 to 01-01-1998 | X |
| B5: | Hanover Insurance | ADZ5019794-01 | 01-01-1998 to 01-01-1999 | Χ |
| В6 | Harrover Insurance | ADZ5019794-02 | 01-01-1999 to 01-01-2000 | X |
| В7 | Hanover Insurance | ADZ5019794-03 | 01-01-2000 to 01-C1-2001 | X |
| B8 | Hanover Insurance | ZO41174903 | 01-01-1998 to 01-01-1999 | unavailable |
| B9 | Hanover Insurance | ZHZ5587651-00 | 01-01-1999 to 01-01-2000 | Х |
| B10 | Hanover Insurance | ZHZ5587651-01 | 01-01-2000 to 01-01-2001 | X |
| B11 | Harbor Insurance Company | HI 211566 | 01-01-1985 to 01-01-1986 | Х |
| B12 | Hartford | TXU 106103 | 01-01-1983 to 01-01-1984 | unavailable |
| B13 | Industrial Indemnity | AS 8 81 91 23 | 01-01-1987 to 01-01-1988 | unavallable |
| B14 | North Star Reinsurance Corporation | NSX-19951 | 06-02-1980 to 01-01-1981 | X |

Greve Financial Serv. v. McKesson Angeles Chemical Company, Insurance Policies

| TAB | CARRIERS | POLICY NUMBER | POLICY DATES | EVIDENCE |
|-----------|---|------------------|--|--------------|
| C1 | Planet Insurance Company | NKA125868604 | 01-01-1993 to 01-01-1994 | unavailable |
| CZ | Planet Insurance Company | NKA125868605 | 01-01-1994 to 01-01-1995 | unavailable |
| С3 | Planet Insurance Company | NG 1259217-89 | 01-01-1989 to 01-01-1990 | X |
| C4 | Planet insurance/Reliance National Indemnity Company | NKA125868689 | 01-01-1989 to 01-01-1990 | |
| | Planet Insurance/Reliance National | 1.11.20000000 | 0101 (000 (001.07.1300. | - CANADIO |
| C5 | Indemnity Company | NKA125868601 | 01-01-1990 to 01-01-1991 | unavailable |
| C6 | Planet Insurance/Reliance National Indemnity Company | NKA125868602 | 01-01-1991 to 01-01-1992 | unavallable |
| CO. | Planet Insurance/Reliance National | 11/04 (20000002 | 01-01-1391.10-01-01-1392 | unavanable |
| C7 | Indemnity Company | NKA125868603 | 01-01-1992 to 01-01-1993 | unavailable |
| | Planet Insurance/Reliance National | | | 77, 77 |
| C8 | Indemnity Company | NKA125868604 | 01-01-1993 to 01-01-1994 | unavailable |
| : | Planet Insurance/Reliance National | | | |
| C9 | Indemnity Company | NKA125868605 | 01-01-1994 to 01-01-1995 | unavailable |
| | Planet Insurance/Reliance National | | | |
| C10 | Indemnity Company | NKA125868606 | 01-01-1995 to 01-01-1996 | unavailable |
| C11 | Planet Insurance/Reliance National Indemnity Company | NKA125868607 | 01-01-1996 to 01-01-1997 | unavailable |
| <u> </u> | Planet Insurance/Reliance National | [MA123000001 | (0)-0.1-(930 to 0)-0.1-3597 | Unevallable |
| C12 | Indemnity Company | NG 1677832-00 | | X |
| · | Planet Insurance/Reliance National | .) | The same of the sa | |
| C13 | Indemnity Company | NG 1677832-01 | 01-01-1991 to 01-01-1992 | X |
| C14 | Planet Insurance/Reliance National Indemnity Company | NG 1677832-02 | 01-01-1992 to 01-01-1993 | . . . |
| | Planet Insurance/Reliance National | | | |
| C15 | Indemnity Company | NGB 1677832-03 | 01-01-1993 to 01-01-1994 | unavailable |
| 0.40 | Planet Insurance/Reliance National | NGB 1677832-04 | 01-01-7003-6-01-01-7005 | imavallabla |
| C16 | Indemnity Company Planet Insurance/Reliance National | MOB 107 7832-04 | 01-01-1994 to 01-01-1995 | unavailable |
| C17 | Indemnity Company | NGB 1677832-05 | 01-01-1995 to 01-01-1996 | unavailable |
| | Planet Insurance/Reliance National | 10.3404 | | |
| C18 | Indemnity Company | NGB 1677832-06 | 01-01-1995 to 01-01-1996 | unavailable |
| C19 | Twin City Fire Insurance Company | TXU 106103 | 01-01-1983 to 01-01-1984 | X |
| C20 | The Travelers | 762A9285 | to 11/75 | unavallable |
| C21 | The Travelers | 764A3022 | to 11/75 | unavallable |
| C22 | The Travelers | 764A4504 | to 11/75 | unavailable |
| C23 | Twin City Fire Insurance Company | TXU 106103 | 01-01-1983 to 01-01-1984 | unavailable |
| C24 | Verlan Fire Insurance | MOO1306/3 | 01-01-1998 to 01-01-1999 | unavallable |
| C25 | Western Employer's Insurance | UL 10-0184-05667 | 01-01-1984 to 01-01-1985 | X |
| C26 | Western Employer's Insurance | UL 10-0185-05667 | 01-01-1985 to 01-01-1986 | Х |

Proportion Transport Michael I.J.D.

Angeles Chemical Company

| | Policy Period | Carrier | Policy # | Coverage |
|-----|-------------------|-------------------|------------------------|------------|
| 1 | 11/1/76 to 1/1/78 | Great American | SLP9451357 primary | 500k |
| 2 | 1/1/77 to 1/1/78 | Great American | 183-140078 excess | 500k |
| 3 | 1/1/78 to 1/1/79 | Fireman's Fund | LC2648139 primary | 500k |
| 4 | 3/18/78 to 1/1/79 | Great American | 8CU00040 umbrella | 1 M |
| 5 | 1/1/79 to 1/1/82 | Fireman's Fund | LA2679396 primary | 500k |
| 6 | 1/1/79 to 1/1/80 | Great American | 9CU00661 umbrella | 2M |
| 7 | 1/1/80 to 1/1/81 | Great American | OCU00661 umbrella | 2M |
| 8 | 6/2/80 to 1/1/81 | North Star | NSX19951 | 2M |
| 9 | 1/1/81 to 1/1/82 | Great American | ICU02174 umbrella | 4M |
| 10 | 1/1/82 to 1/1/85 | Fireman's Fund | LA3100753 primary | 500k |
| 11 | 1/1/82 to 1/1/83 | Great American | 2CU03009 umbrella | 4M |
| 12 | 1/1/83 to 1/1/84 | Twin City Fire | TXU106103 umbrella | 500k |
| 13 | 1/1/84 to 1/1/85 | Western Employers | UL10018405667 umbrella | 9M |
| 14 | 1/1/85 to 1/1/86 | Fireman's Fund | MXC5504656 primary | 500k |
| 15 | 1/1/85 to 1/1/86 | Western Employers | UL10018505667 umbrella | 5M |
| 16* | 1/1/86 to 1/1/87 | Fireman's Fund | MXC80006534 primary | 500k* |
| 17* | 1/1/87 to 1/1/88 | Fireman's Fund | MXC80041274 primary | 500k* |
| 18 | 3/1/87 to 1/1/88 | Admiral | A87CX7493 excess | 500k |
| 19* | 1/1/88 to 1/1/89 | Fireman's Fund | MXC80096818 | 500k* |
| 20 | 1/1/88 to 1/1/89 | Illinois Union | 1CX020481 excess | 500k |
| 21 | 1/1/89 to 1/1/90 | Planet Ins | NG125921789 primary | 1 M |
| 22 | 1/1/90 to 1/1/91 | Planet Ins. | NG1677832 | 1 M |
| 23 | 1/1/91 to 1/1/92 | Planet Ins. | NGD167783201 | 1M |
| 24 | 1/1/92 to 1/1/93 | Planet Ins. | NGO167783202 | 1M |
| 25* | 1/1/97 to 1/1/98 | Hanover | LHZ5019793 | 2M* |
| 26* | 1/1/98 to 1/1/99 | Hanover | LHZ5019793 | 2M* |
| 27* | 1/1/99 to 1/1/00 | Hanover | ZHZ5587652 | 2M* |
| 28* | 1/1/00 to 1/1/01 | Hanover | ZHZ5587652 | 2M* |

^{*} Absolute Pollution Exclusion

L:\1994\policy chart.doc





PORT OF LOS ANGELES OFFICE 407 NORTH HARBOR BOULEVARD SAN PEDRO, CALIFORNIA 90731-3356 TELEPHONE (310) 548-0410 - FAX (310) 548-4813 DONAL RAILS SAS FRANCISCO, CA

MARK K. BENEVSON NEW YORK, N.Y.

DAVID'S HARDY

JOHERAT CAUTIUS SANDIFGOLGÁ

March 15, 2004

PRIVILEGED AND CONFIDENTIAL SETTLEMENT COMMUNICATION

VIA FACSIMILE ONLY (415) 899-3663

J.P. Salgado Melanie Carvain Claims Specialist Fireman's Fund Complex Cases Unit 777 San Marin Drive Novato, CA 94998-3400

VIA FACSIMILE ONLY (415) 955-2599

(213) 623-5405
Paul J. Killion
Yvette Roland
Hancock Rothert & Bushoft LLP
4 Embarcadero Center
San Francisco, CA 94111-4168

VIA FACSIMILE ONLY (818) 547-6582

Sherry Pantages Caron, Constants & Wilson 500 N. Brand Blvd., Ste. 400 Glendale, CA 91203

VIA FACSIMILE ONLY (818) 547-6582

Catherine M. Zacharies CPCU, AIM
Senior Litigation Specialist
Environmental & Health Hazard Claims
Great American Insurance Group
49 East Fourth Street
Suite 700 North
Cincinnati, OH 45202-3803

VIA FACSIMILE ONLY (916) 773-8850

Tamara K. Belew Claim Representative Hanover Insurance Company

VIA FACSIMILE ONLY (203) 964-5262

Ronald Schultz Major Litigation-Claims Harbor Insurance Company (CNA) 333 South Wabash Chicago, IL 60685

VIA FACSIMILE ONLY (323) 782-1381

Edward M. Bradley Senior Claims Examiner P.O. Box 29066 Glendale, California 91209

VIA FACSIMILE ONLY (860) 547-5000

Val Romano Claims and Legal Management Services Hartford Plaza Hartford, CT 06115

VIA FACSIMILE ONLY (732) 398-5116

Mary Ann Galayda
Environmental Claims Analyst
Environmental & Mass Tort Claims
CNA
P.O. Box 906
Monmouth Junction, New Jersey
08852-0906

VIA FACSIMILE ONLY (312) 896-0600

Dan I. Schlessinger Lord, Bissel & Brook LLP 115 South LaSalle St. Chicago, IL 60603 Carriers March 15, 2004 Page 2

VIA FACSIMILE ONLY (949) 442-1515

Philip E. Smith Smith, Ellison & Harraka 19900 MacArthur Blvd. Suite 700

Irvine, CA 92679

Claims Manager North Star Reinsurance 695 East Main Street Stamford, CT 06904

Re:

Insured:

Angeles Chemical Company, Inc. and John Locke

Site:

8915 Sorenson Avenue

Location:

Santa Fe Springs, CA

Case:

McKesson adv. Angeles Chemical Company

Dear Carriers:

Please find attached an Excel Spreadsheet reflecting the most updated contact information for the insurance carriers. Please review and update the contact information, where appropriate, and let me know of any updates ASAP.

If you have any questions, please contact the undersigned.

Very truly yours,

TRUTANICH • MICHEL, LLP

Jeffery L. Caufield

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| TAB | CARRIERS | POLICY NUMBER | POLICY | POLICY TYPE | EVIDENCE | CLAIM# | TENDER DATE | CARRIER RESPONSE | CONTACT INFO |
|-----|-------------------------------------|-------------------|-----------------------------|--|-----------------------------|-------------|----------------|---|--|
| | Admiral Insurance | | | · | | , , , | | | |
| 1 | Company | A87CX07493 | - - - | · | unavailable | | | <u> </u> | |
| 2 | Associates Insurance Company | TK100118297 | 10-17-1997 to 10-17-1998 | Automobile Liability/ Scheduled Autos | Certificate of Insurance | | | | |
| 3 | Credif General Insurance Company | ART 0007056 | | Commercial General Liability/Occurrence | Certificate of Insurance | | | | |
| 4 | | 96-30151243 | 01-01-1995 to 01-01-1998 | | unavailable | | | | |
| _ | Fidelity & Deposit of | | | | | | | | |
| 5 | Maryland | CCP9296282 | | | unavailable | | <u> </u> | | Melanie Carvain |
| | | | 01-01-1978 to | Comprehensive General Liability/Comprehensive | | | | 2/28/02 (will investigate) 4/17/02 (will defend); 7/24/03 (will not defend Janyce Lock, Rosenthal, Estate, Bergs, Speller, and | (Claims Specialist) Historical Claim Dept 777 San Marino Drive Novato, CA 94998 413.521.1335 (phone) |
| 6 | Fireman's Fund | LC 2648139 | 01-01-1979 | Automobile Liability | Policy | 10501138633 | 12/4/2001 | Trustees of BETA trust | 415.899.3663 (fax) |
| 7 | Fireman's Fund | LA 2679396 | 01-01-1979 to | Comprehensive General Liability/Business Auto Policy | Policy (first | 10501138633 | | 2/28/02 (will investigate) 4/17/02 (will defend): 7/24/03 (will not defend Janyce Lock, Rosenthal. Estate, Bergs, Speiler, and Trustees of BETA trust | 415,899.3663 (fax) |
| | | | 0]-0]-1982 to | Comprehensive General | | | | 2/28/02 (will investigate) 4/17/02 (will defend), 7/24/03 (will not defend Janyce Lock, Rosenthal, Estate, Bergs, Speiler, and | Melanie Carvain (Claims Specialist) Historical Claim Dept 777 San Marino Drive Novato, CA 94998 1413:521-1335 (phone) |
| 8 | Fireman's Fund | LA 3100753 | 01-01-1985 | Policy | Policy | 10501138633 | 12/4/2001 | Trustees of BETA trust | 415.899.3663 (fax) |
| | | | | Property | | | | | Melanie Carvain (Claims Specialist) Historical Claim Dept 777 San Marino Drive Novato, CA 94998 |
| | | on the same | { | Coverage/Crime | | ł: | | 2/28/02 (will investigate) | 413.521.1335 (phone) |
| 9 | Fireman's Fund | 2 49 MXP 03585712 | unknown | Coverage | Renewal | 10501138633 | 12/4/2001 | 4/17/02 (will defend) | 415.899.3663 (fax) |

| | | | | | | | | | Melanie Carvain |
|-----|--------------------|------------------|---------------|------------------------|--|-------------|-----------|-----------------------------|---------------------------------------|
| | | | | | | | + | | (Claims Specialist) |
| | | | | | | - | | 4/17/02 (will defend); | Historical Claim Dept |
| | | ; | [| | | | | | 777 San Marino Drive |
| | | | | Property | | | | | Novato, CA 94998 |
| | | 2 40 MWW | | - | | | | Estate, Bergs, Speiler, and | |
| 40 | in' and to have | | | Coverage/Crime | | 10501120622 | | | |
| 10 | Fireman's Fund | 80004633 | 01-01-1987 | Coverage | Policy | 10501138633 | 12/4/2001 | Trustees of BETA trust | 415:899:3663 (fax) Melanie Carvain |
| | · | | | | | | | 2/28/02 (will investigate) | (Claims Specialist) |
| : | | | | | | | | | Historical Claim Dept |
| | | | | Discourse on a | | | | 7/24/03 (will not defend | 777 San Marino Drive |
| | | | | Property | | | | | Novato, CA 94998 |
| | | A 400 0000 | | Coverage/Crime | | | | Estate, Bergs, Speiler, and | |
| ننن | ni na managan arak | | | Coverage Inland Marine | Section for the section of the sec | | | | |
| 11 | Fireman's Fund | 80204558 | 01-01-1988 | Coverage | Policy | 10501138633 | 12/4/2001 | Trustees of BETA trust | 415,899,3663 (fax) Melanie Carvain |
| | , | | | | ٠, | | | 2/28/02 (will investigate) | (Claims Specialist) |
| | | · · | | | | | | 4/17/02 (will defend): | Historical Claim Dept |
| | | | | | | | | | |
| | | | | Property | | | • | 7/24/03 (will not defend | 777 San Marino Drive |
| | | | · | Coverage/Crime | | | . : | Janyce Lock, Rosenthal, | Novato, CA 94998 |
| | | | | Coverage/Inland Marine | , | | | Estate, Bergs, Speiler, and | |
| 12 | Firenian's Fund | 80272151 | 01-01-1989 | Coverage: | Policy | 10501138633 | 12/4/2001 | Trustees of BETA trust | 415.899.3663 (fax) |
| | | · | | | , | | | Commence of Francisco | Melanie Carvain |
| | | | i | | | | | | (Claims Specialist) |
| | | | | | . : | | | 4/17/02 (will defend); | Historical Claim Dept |
| | | | | | | | | | 777 San Marino Drive |
| , | | | | | | | | Janyce Lock, Rosenthal, | Novato, CA 94998 |
| 1 | | | 01-01-1985 to | | | ľ | . : | Estate, Bergs, Speiler, and | |
| 13 | Fireman's Fund | 2 49 MXC 5504656 | 01-01-1986 | Business Auto Policy | Policy | 10501138633 | 12/4/2001 | Trustees of BETA trust | 415.899.3663 (fax) |
| | | | | | | | | | Melanie Carvain |
| | | | | | | | | 2/28/02 (will investigate) | (Claims Specialist) |
| | | | | | | i. | | 4/17/02 (will defend); | Historical Claim Dept |
| | | | | | | į: | : | 7/24/03 (will not defend | 777 San Marino Drive |
| | | | - | General Liability | | ŀ | | Janyce Lock, Rosenthal, | Novato, CA 94998 |
| - | | 2 49 MXC | 01-01-1986 to | Coverage/Automobile | | į. | [| Estate, Bergs, Speiler, and | 413.521.1335 (phone) |
| 14 | Fireman's Fund | | | Insurance Coverage | Policy | 10501138633 | 12/4/2001 | Trustees of BETA trust | 415.899.3663 (fax) |
| | | | | | | | | | Melanie Carvain |
| | , | : | | | | [. | į: | 2/28/02 (will investigate) | (Claims Specialist) |
| | | | | | | | | 4/17/02 (will defend); | Historical Claim Dept |
| | | | | | | | | 7/24/03 (will not defend | 777 San Marino Drive |
| | • | | : | General Liability | · | | ļ . | | Novato, CA 94998 |
| 1 | | 2 49 MXC | 01-01-1987 to | Coverage/Automobile | | 1 | | Estate, Bergs, Speiler, and | 413.521.1335 (phone) |
| 15 | Fireman's Fund | | | Insurance Coverage | Policy | 10501138633 | 12/4/2001 | Trustees of BETA trust | 415.899.3663 (fax) |

| 16 Fireman's Fund 2 49 MXC 01-01-1988 to Coverage/Automobile Polis | Paul J. Killion; Hancock, Rothert, Bunshoft; 4 Embarcadero Center, San Francisco, CA 9/18/02 (denial); 3/24/03 from Hancock Rothert silable 975-036554 7/29/2002 accepting tender Paul J. Killion; Hancock, Rothert, San Francisco, CA 9/18/02 (denial); 3/24/03 5550; Fax: 415-981- 5550; Fax: 415-955 2599 |
|--|--|
| 15 Fireman's Fund 80096818 01-01-1989 Insurance Coverage Polis | icy 10501138633 12/4/2001 Trustees of BETA trust 415.899.3663 (fax) Paul J. Killion; Hancock, Rothert, Bunshoft; 4 Embarcadero Center, San Francisco, CA 9/18/02 (denial); 3/24/03 from Hancock Rothert 10501138633 12/4/2001 From Hancock Rothert 1050113863 12/4/2001 From Hancock Rothert 1050 |
| Great American 11-01-1976 to 01-01-1978 unavai Great American Surplus 18 Lines Ins. Co. 8 CU 0 00 40 10-01-1979 Umbrella Liability Policy Police Great American Surplus Great American Surplus 01-01-1979 to | Paul J. Killion; Hancock, Rothert, Bunshoft; 4 Embarcadero Center, San Francisco, CA 9/18/02 (denial); 3/24/03 from Hancock Rothert from Hancock Rothert silable 975-036554 7/29/2002 accepting tender Paul J. Killion; Hancock, Rothert, Bunshoft; 4 Embarcadero Center, San Francisco, CA 9/18/02 (denial); 3/24/03 94155; Phone; 415-981- 5550; Fax: 415-955 |
| 17 Insurance Company SLP 9451357 01-01-1978 unavail THE Great American Surplus 03-18-1978 (o 01-01-1979 Umbrella Liability Policy Police Police Great American Surplus 01-01-1979 (o 01-01-1979 Umbrella Liability Policy Police O1-01-1979 (o 01-01-1979 Umbrella Liability Police O1-01-1979 (o 01-01-1979 O1-01-1979 | Bunshoft; 4 Embarcadero Center, San Francisco, CA 9/18/02 (denial); 3/24/03 94155; Phone; 415-981- from Hancock Rothert 15550; Fax: 415-955 11able 975-036554 7/29/2002 accepting tender 2599 |
| 17 Insurance Company SLP 9451357 01-01-1978 unavail THE Great American Surplus 03-18-1978 (o 01-01-1979 Umbrella Liability Policy Police Police O1-01-1979 Umbrella Liability Police O1-01-1979 | Embarcadero Center, San Francisco, CA 9/18/02 (denial); 3/24/03 94155; Phone; 415-981-from Hancock Rothert 5550; Fax: 415-9550; Fax: 415-9550 |
| 17 Insurance Company SLP 9451357 01-01-1978 unavail THE Great American Surplus 03-18-1978 (o 01-01-1979 Umbrella Liability Policy Police Poli | San Francisco, CA 9/18/02 (denial); 3/24/03 94155; Phone; 415-981- 5550; Fax: 415-955 2599 |
| 17 Insurance Company SLP 9451357 01-01-1978 unavail THE Great American Surplus 03-18-1978 (o 01-01-1979 Umbrella Liability Policy Police Police O1-01-1979 Umbrella Liability Police O1-01-1979 | 9/18/02 (denial); 3/24/03 94155; Phone; 415-981- from Hancock Rothert 5550; Fax: 415-955 accepting tender 2599 |
| 17 Insurance Company SLP 9451357 01-01-1978 unavail THE Great American Surplus 03-18-1978 (o 01-01-1979 Umbrella Liability Policy Police Police O1-01-1979 Umbrella Liability Police O1-01-1979 | ilable 975-036554 7/29/2002 accepting tender 2599 550; Fax: 415-9550 |
| 17 Insurance Company SLP 9451357 01-01-1978 unavail THO Thoronton Surplus 03-18-1978 (o 01-01-1979 Umbrella Liability Policy Police Police O1-01-1979 Umbrella Liability O1-01-1979 O1- | ilable 975-036554 7/29/2002 accepting tender 2599 |
| Great American Surplus 18 Lines Ins. Co. 8 CU 0 00 40 03-18-1978 (o 01-01-1979 Umbrella Liability Policy Policy Police Great American Surplus 01-01-1979 to | |
| Great American Surplus 01-01-1979 to | |
| Great American Surplus 01-01-1979 to | Daniel L. Schlessinger, Lord, Bissel & Brook LLP; 115 South LaSalle 8/9/02 (will investigate) St., Chicago, IL 60603, 9/18/02 (denial); 4/9/03 Phone: 312-443-0600, icy 975-036554 6/14/2002 (request more info) Fax: 312-896-600 |
| | Daniel 1 Schlessinger; Lord, Bissel & Brook LLP; 115 South LaSalle St.; Chicago, IL 60603; 8/9/02 (will investigate) Phone: 312-443-0600; licy 975-036554 6/14/2002 9/18/02 (denial) Fax: 312-896-600 |
| Great American Surplus 01-01-1980 to 01-01-1981 Umbrella Liability Policy Poli | Daniel I. Schlessinger, Lord, Bissel & Brook |
| Great American Surplus | LLP; 115 South LaSalle St.; Chicago, 1L 60603; 8/9/02 (will investigate) Phone: 312-443-0600; |
| Great American Surplus 01-01-1981 to 01-01-1982 Umbrella Liability Policy Poti | St.; Chicago, 1L 60603; 8/9/02 (will investigate) Phone: 312-443-0600; |

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| | | | | | - | | | | Daniel I. Schlessinger; |
| | | | | ·] | | | | | Lord, Bissel & Brook |
| 1 | | į. | | | | | | | LLP; 115 South LaSalle |
| 1 | | 1 | | | - | | | | St.; Chicago, 1L 60603; |
| | Great American Surplus | | 01-01-1982 to | | | | | 8/9/02 (will investigate) | Phone: 312-443-0600; |
| 22 | Lines Ins. Co. | 2 CU 0 30 09 | 01-01-1983 | Umbrella Liability Policy | Policy | 975-036554 | 6/14/2002 | 9/18/02 (denial) | Fax: 312-896-600 |

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|-----|--------------------|---------------|---------------|----------------------|-------------|--------------|-----------|----------------------------|--------------------|
| TAB | CARRIERS | NUMBER | DATES | POLICY TYPE | EVIDENCE | CLAIM# | DATE | CARRIER RESPONSE | CONTACT INFO |
| | | | | | | | | | Tamara K. Belew |
| | | | | | ·· | | | | Claims Rep |
| | į. | | | Commercial General | | <u>.</u> | | 7/25/03 (will investigate) | 916.773.8850 |
| 1 | Hanover Insurance | LHZ5019793-00 | 01-01-1998 | Liability Coverage | Renewal | 47-089409-76 | 6/13/2002 | 8/13/02 (denial) | 916.773.8853 (fax) |
| | | 1 | | | | : | | | Tamara K. Belew |
| | | ľ | | | 1 | J |] | | Claims Rep |
| | | 1 | 01-01-1998 to | Commercial General | 1 | |] | | 916.773.8850 |
| 2 | Hanover Insurance | LHZ5019793-01 | 01-01-1999 | Liability Coverage | Policy | 47-089409-76 | 6/13/2002 | 8/13/02 (denial) | 916.773.8853 (fax) |
| | | | | • | | | | | Tamara K. Belew |
| | | | 1 | | | | ļ | · } | Claims Rep |
| | |]. | | | | | . , | | 916.773.8850 |
| 3 | Hanover Insurance | LHZ5019793-03 | <u> </u> | | unavailable | 47-089409-76 | 6/13/2002 | 8/23/02 (denial) | 916.773.8853 (fax) |
| | | | 1 | - | | | | | Tamara K. Belew |
| | Hanover Insurance | | | | · · | | | | Claims Rep |
| | (Massachusetts Bay | 1 | 01-01-1997 to | Commercial Auto | | ļ. : | | | 916.773.8850 |
| 4 | Insurance Company) | ADZ5019794-00 | 01-01-1998 | Coverage | Policy | 47-089409-76 | 6/13/2002 | 8/28/2002 (denial) | 916.773.8853 (fax) |
| | | | | | | | | | Tamara K. Belew |
| | Hanover Insurance | | | | | | | | Claims Rep |
| - : | (Massachusetts Bay | | 01-01-1998 to | Commercial Auto | | | | | 916.773.8850 |
| 5 | Insurance Company) | ADZ5019794-01 | 01-01-1999 | Coverage | Policy | 47-089409-76 | 6/13/2002 | 8/28/2002 (denial) | 916.773.8853 (fax) |
| | | | | | | , | · | | Tamara K. Belew |
| | Hanover Insurance | 1. | | | |]. | | | Claims Rep |
| | (Massachusetts Bay | · | 01-01-1999 to | Commercial Auto | | · | [| <u>}</u> | 916.773.8850 |
| 6 | Insurance Company) | ADZ5019794-02 | 01-01-2000 | Coverage | Policy | 47-089409-76 | 6/13/2002 | 8/28/2002 (denial) | 916.773.8853 (fax) |
| | | 1 | | | | | | | Tamara K. Belew |
| | Hanover Insurance | | 1. | | | } | | [| Claims Rep |
| | (Massachusetts Bay | ·· [: | 01-01-2000 to | Commercial Auto | | | | | 916.773.8850 |
| 7 | Insurance Company) | ADZ5019794-03 | 01-01-2001 | Coverage | Policy | 47-089409-76 | 6/13/2002 | 8/28/2002 (denial) | 916.773.8853 (fax) |
| | | | | | | | | | Tamara K. Belew |
| | | | 1 | ŗ. | · | ļ. |]. | ŀ | Claims Rep |
| | | | 01-01-1998 to | | <u>.</u> | | 1 | | 916.773.8850 |
| 8 | Hanover Insurance | ZO41174903 | 01-01-1999 | | unavailable | 47-089409-76 | 6/13/2002 | 8/28/02 (denial) | 916.773.8853 (fax) |
| | | 1 | | Commercial Property | | | | | Tamara K. Belew |
| : | | | | Coverage/ Commercial | 1 | | | | Claims Rep |
| | Hanover Insurance | | 01-01-1999 to | General Liability | | · | | 7/25/03 (will investigate) | 916.773.8850 |
| 9 | Company | ZHZ5587651-00 | 01-01-2000 | Coverage | Policy | 47-089409-76 | 6/13/2002 | 8/13/02 (denial) | 916.773.8853 (fax) |
| | | | | Commercial Property | | | | | |
| | | | 1 . | Coverage/ Commercial | : - | } | + | į | Tamara K. Belew |
| | | 4: | | General Liability | | | | | Claims Rep |
| | Hanover Insurance | 1 | 01-01-2000 to | Coverage/ Commercial | | | | 7/25/03 (will investigate) | 916.773.8850 |
| 10 | Company | ZHZ5587651-01 | 01-01-2001 | Crime Coverage | Policy | 47-089409-76 | 6/13/2002 | 8/13/02 (denial) | 916.773.8853 (fax) |

Harbor Insurance

HI 211566

11 Company (CNA)

| | 2 Hartford | TXU 106103. | 01-01-1983 to 01-01-1984 | | unavailable | é | 5/17/2002 | 1/17/03 (will investigate); | Karen M. Walsh Account Rep Claims and Legal Management Services 690 Asylum Ave, T-7-92; Hartford, CT 06115 860.547.5000 |
|-----------------|------------------------------------|----------------|-----------------------------|---------------------------------|--------------------------|---|-----------|-----------------------------|---|
| | Hartford Insurance 3 Company | TK100118297 | 10-17-1997 to | Automobile Liability | Certificate of | | | | 0 |
| | 4 Industrial Indemnity | AS 8 8 [91 23 | 01-01-1987 to | | unavailable | | | | |
| II | 5 Lloyds of London | ACA9704CA11273 | | Commercial General Liability | Certificate of Insurance | - | | | |
| 8 | North Star Reinsurance Corporation | NSX-19951 | 06-02-1980 ro 01-01-1981 | | X | | 5/10/2002 | 7/22/2002 (denial) | |
| 1 15 | | | | | | | | | |
| | | | | | | | | | |

Policy

01-01-1985 to Excess Umbrella

01-01-1986 Liability

Ronald Schulze Major Litigation-Claims 333 South Wabash Chicago

IL, 60685

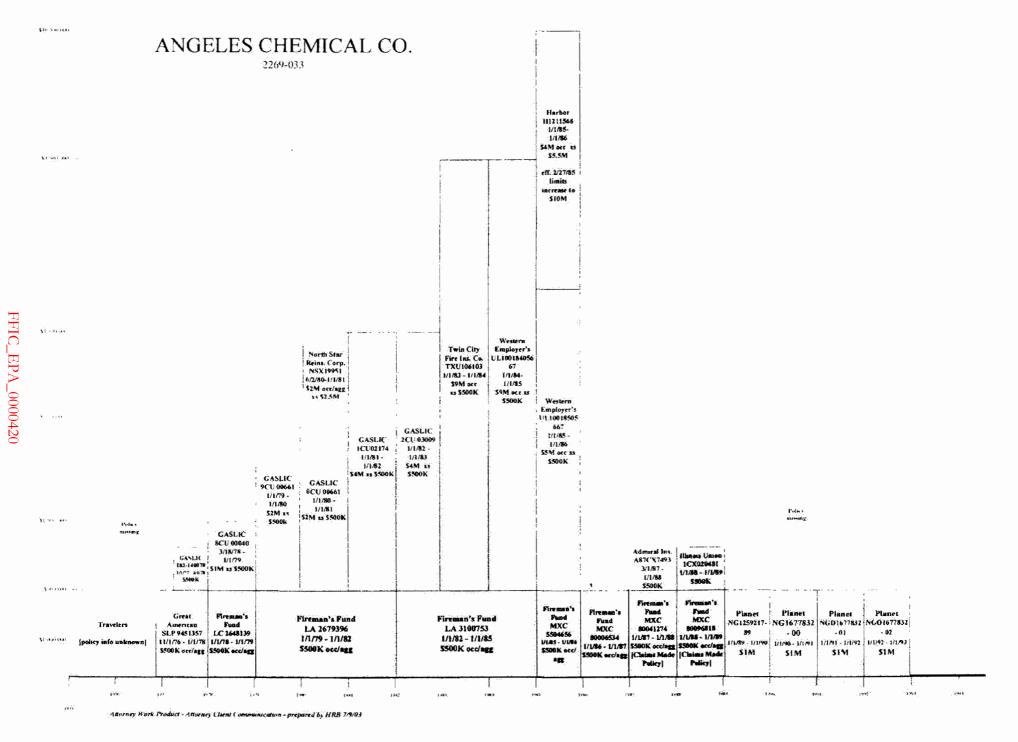
3025112i 6/10/2002 6/25/02 (request for info) 203.964.5262

| | | POLICY | POLICY | | | | TENDER | ta. | |
|-----|-----------------------------|---------------|-----------------------------|----------------------|-------------|--------|-----------|---|---|
| TAB | CARRIERS | NUMBER | DATES | POLICY TYPE | EVIDENCE | CLAIM# | DATE | CARRIER RESPONSE | CONTACT INFO |
| 1 | Planet Insurance Company | NKA125868689 | 01-01-1989 to 01-01-1990 | | unavailable | | | 6/22/02 (denial); 9/10/03 (request for info) | Edward M. Bradley: Sr. Claims Examiner: PO Box 29066; Glendale, CA 91209; Phone. 818- 844-4300 ext. 138; Fax: 323-782-1381 |
| 2 | Planet Insurance Company | NKA 125868601 | 01-01-1990 to 01-01-1991 | | unavailable | | | 6/22/02 (denial); 9/10/03 (request for info) | Edward M. Bradley; Sr. Claims Examiner: PO Box 29066; Glendale, CA 91209; Phone: \$44-4300 ext. 138; Fax: 323-782-1381 |
| 3 | Planet Insurance Company | NKA125868602 | 01-01-1991 to 01-01-1992 | | unavailable | | r | 6/22/02 (denial), 9/10/03 (request for info) | Edward M. Bradley; Sr. Claims Examiner, PO Box 29066; Glendale, CA 91209; Phone: 818-844-4300 ext. 138, Fax: 323-782-1381 |
| | Planet Insurance Company | NKA125868603 | 01-01-1992 to 01-01-1993 | Business Auto Policy | Renewal | | 6/10/2002 | 6/22/02 (denial); 9/10/03 (request for info) | Edward M. Bradley, Sr. Claims Examiner, PO Box 29066; Glendale, CA 91209; Phone: 818-844-4300 ext. 138; Fax: 323-782-1381 |
| 5 | Planet Insurance Company | NKA125868604 | 01-01-1993 to 01-01-1994 | Business Auto Policy | Policy | | 6/10/2002 | 6/22/02 (denial); 9/10/03 (request for info) | Edward M. Bradley; Sr. Claims Examiner; PO Box 29066; Glendale, CA 91209; Phone: 818-844-4300 ext. 138; Fax: 323-782-1381 |

| _ | | | ı —— | | | | | | |
|-------------|-----|---|----------------|-----------------------------|---------------------------------|-------------|--------|---|--|
| | - 1 | Planet Insurance Company | NKA125868605 | 01-01-1994 to 01-01-1995 | Business Auto Policy | Policy. | 6/10/2 | 6/22/02 (denial); 9/40/03 002 (request for info) | Edward M. Bradley; Sr Claims Examiner; PO Box 29066; Glendale, CA 91209; Phone: 818- 844-4300 ext. 138; Fax: 323-782-1381 |
| | | Reliance National Indemnity Company | NKA125868606 | 01-01-1995 το 01-01-1996 | Business Auto Policy | Policy | 6/10/2 | 6/22/02 (denial); 9/10/03 request from CIGA for policies | Edward M. Bradley; Sr. Claims Examiner; PO Box 29066; Glendale, CA 91209; Phone: 818-844-4300 ext. 138; Fax: 323-782-1381 |
| 1 OIHH | | Reliance National Indemnity Company | NKA125868607 | 01-01-1996 დ 01-01-1997 | Business Auto Policy | Policy | 6/10/2 | 6/22/02 (denial); 9/10/03 | Edward M. Bradley; Sr. Claims Examiner; PO Box 29066; Glendale, CA 91209; Phone: 818-844-4300 ext. 138; Fax: 323-782-1381 |
| FPA 0000417 | | Planet Insurance/Reliance National Indemnity Company | NG 1677832-00 | | | 2 | 6/10/ | 6/22/02 (dental); 9/10/03 | Edward M. Bradley; Sr. Claims Examiner; PO Box 29066; Glendale, CA 91209; Phone: 818-844-4300 ext. 138; Fax: 323-782-1381 |
| | | Planet Insurance/Reliance National Indemnity Company | NG 1677832-01 | 01-01-1991 to 01-01-1992 | | 2 | 6/10/2 | 6/22/02 (denial); 9/10/03 2002 (request for info) | Edward M. Bradley; Claims Examiner; PO Box 29066; Glendale, CA 91209; Phone: 818- 844-4300 ext. 138; Fax: 323-782-1381 |
| | | Planet Insurance Company | NGD 1677832-02 | - 1 1 1 | Commercial General Liability | unavailable | 6/10/ | 6/22/02 (denial); 9/10/02 (request for info); 2002 10/02/03 (TM response) | Edward M Bradley; Sr. Claims Examiner; PO Box 29066; Glendale, CA 91209; Phone: 818-844-4300 ext. 138; Fax: 323-782-1381. |

| _ | | | | • | | | | |
|-------------|-------------------------------------|--|---|---------------------------------|---|-----------|--|---|
| 1 | Planet Insurance Company | NGB 1677832-03 | | Commercial General Liability | Policy | 6/10/2002 | 6/22/02 (denial); 9/10/03 (request for info); 10/02/03 (TM response) | Edward M. Bradley; Sr. Claims Examiner; PO Box 29066; Glendale, CA 91209; Phone: 818-844-4300 ext. 138; Fax: 323-782-1381 |
| 1 | Planet Insurance 3 Company | NGB 1677832-04 | 1 | Commercial General Liability | Policy | | 6/22/02 (denial); 9/10/03 (request for info), 10/02/03 (TM response) | Edward M. Bradley; Sr. Claims Examiner; PO Box 29066; Glendale. CA 91209; Phone. 818-844-4300 ext. 138; Fax: 323-782-1381 |
| THIC I | Reliance National Indemnity Company | NGB 1677832-05 | .1 | Commercial General Liability | Policy | 6/10/2002 | 6/22/02 (denial); 9/10/03 (request for info); 10/02/03 (TM response) | Edward M. Bradley; Sr. Claims Examiner; PO Box 29066; Glendale, CA 91209; Phone: 818- 844-4300 ext. 138; Fax: 323-782-1381 |
| EDA 0000118 | Reliance National Indemnity Company | NGB 1677832-06 | | Commercial General Liability | Policy | 6/10/2002 | 6/22/02 (denial); 9/10/03 (request for info); 10/02/03 (TM response) | Edward M. Bradley; Sr. Claims Examiner; PO Box 29066, Glendale, CA 91209; Phone 818-844-4300 ext. 138; Fax: 323-782-1381 |
| 1 | Steadfast Insurance Company | SU0825258900 | 07-20-1995 to | Excess Liability | Certificate of Insurance | | | C |
| | | TXU 106103 762A9285 764A3022 764A4504 | 01-01-1983 to 01-01-1984 to 11/75 to 11/75 to 11/75 | | Policy unavailable unavailable unavailable | 4 | 6/27/02 (request for info) 8/29/2003 (denial) | Val Romano; Claims and Legal Management Services; Hartford Plaza Hartford, CT 06115 860.547.5000 |
| | 1 U.S. Insurance Company | | 09-01-1994 to | Excess Liability | Certificate of Insurance | | | |

| | T T | 1 | *************************************** | | | | | | |
|----|-------------------------|--------------------------|---|------------------------|------------|---------------|-----------|----------------------|-------------------------|
| | | | 01-01-1993 to | | | | | | |
| 22 | Verlan Limited | 2-1306 | 01-01-1994 | | Policy | | | | |
| | | | | | | | | | |
| - | ·{· | | 01-01-1994 to | Comprehensive Property | | ·{: : | | · | \ \ \ \ |
| 23 | Verlan Fire Insurance | M001306 | 01-01-1995 | Damage Policy | Policy | | | | |
| | | | | | | | | | |
| | | Ni ranatha ta satisti sa | | Comprehensive Property | 627 1 9 97 | · · | | | 1 |
| 24 | Verlan Fire Insurance | M001306 | 01-01-1996 | Damage Policy | Policy | | | <u></u> | |
| | | | 01 01 1006 +5 | Comprehensive Property | | | | | |
| 25 | Verlan Fire Insurance | M001306 | | | Policy | | | | |
| 23 | Veriali Fire ilisurance | 10001300 | 0.1-0.1-1997 | Damage Policy | Poncy | · | 6/19/2002 | | Tamara K Belew |
| : | | | | | - | I' | Sent to | | Claims Rep |
| | | | 01-01-1008 to | Comprehensive Property | | I. | Hanover | | 916.773.8850 |
| 26 | Verlan Fire Insurance | MOO1306 | | Damage Policy | Policy | 47-089409-76 | | 8/28/02 (denial) | 916.773.8853 (fax) |
| | Vertail The Insurance | 11001300 | 01501-1999 | Daniage Folley | Toney | 147-085405-70 | 1113. | orzoroz (demai) | 710.773.0033 (14x) |
| 1 | | | | | | · | 6/10/2002 | • | Edward M. Bradley; Sr. |
| ļ | | | | | | į. | Western | | Claims Examiner; PO |
| ľ | <u>.</u> | , ; | | . : | | | Employer | | Box 29066; Glendale, |
| - | | | <u>l</u> | 3 | | | Š | | CA 91209; Phone: 818- |
| | Western Employer's | | 01-01-1984 to | | | ŀ | 6/13/2002 | 6/10/03 (denial from | 844-4300 ext. 138; Fax: |
| 27 | Insurance (CIGA) | UL 10-0184-05667 | 01-01-1985 | | Policy | | CIGA | CIGA) | 323-782-1381 |
| | | | | | | | | | |
| 1. | | · | | | | | 6/10/2002 | | Edward M. Bradley; Sr |
| | , | | | | | | Western | | Claims Examiner; PO |
| | | | | | | | Employer | | Box 29066; Glendale, |
| | | | | | | | S | | CA 91209; Phone: 818- |
| | Western Employer's | | 01-01-1985 to | | | | | 6/10/03 (denial from | 844-4300 ext. 138; Fax: |
| 28 | Insurance (CIGA) | UL 10-0185-05667 | 01-01-1986 | | Policy | | CIGA | CIGA) | 323-782-1381 |





Shannon E. Roberto Account Executive Special Liability Coverage Unit (860) 954-5136 (860) 954-5857 (fax) sroberto@stpaultravelers.com

Via Facsimile (619) 325-0231 and
Certified Mail – Return Receipt Requested
(No. 7004 2510 0003 6085 0827)

September 29, 2005

Jeffery L. Caufield, Esq. Caufield & James LLP 2851 Camino Del Rio South, Suite 250 San Diego, CA 92108

Policyholder: Angeles Chemical Company ("Angeles")

Site: 8915 Sorensen Avenue

Santa Fe Springs, California ("Site")

Re: Angeles Chemical Company, et al. v. McKesson Corporation, et al.,

Fourth Amended Complaint, including McKesson Corporation v.

Angeles Chemical Company, et al., Defendant McKesson

Corporation's Fourth Amended Counterclaim, filed May 10, 2005, in the United States District Court, Central District of California, Case No.: 01-10532 TJH (Mex), served upon your clients on or

about May 12, 2005 ("Counterclaim")

Dear Mr. Caufield:

As you are aware, I am a member of the Special Liability Coverage Unit ("SLCU"), and the individual responsible for the investigation, analysis and determination of the coverage obligations under the potentially applicable policies issued to Angeles by Travelers for the Counterclaim. Please recall that "Travelers" means The Travelers Indemnity Company ("IND") and its subsidiaries (one of which is the Charter Oak Fire Insurance Company ("COF"). The purpose of this letter is to inform you that I have reviewed the allegations of the Counterclaim in conjunction with the potentially applicable policies (discussed below), and, based upon my review, I have determined that Travelers will participate in Angeles' defense of the Counterclaim, subject to a complete reservation of Travelers rights and defenses to coverage, while I continue to investigate the extent of Travelers coverage obligations, if any, to Angeles for this matter. The remainder of this letter sets forth Travelers reservations and requests additional information concerning this matter.

Juffery L. Caufield, Esq. September 29, 2005 Page 2 of 7

As explained in my August 31, 2005 letter to you, I initiated a search for all potentially applicable policies issued to Angeles. As a result of my policy search, I have obtained copies of a primary-level liability policy (number 650-764A450-4-COF-75), including a general liability insurance coverage part, and a catastrophe umbrella liability policy (number CUP-762A928-5-IND-75), both of which were issued to Angeles and in effect from November 1, 1975 to November 1, 1976. I have also located evidence or obtained copies of earlier policies which were or may have been issued to Angeles; however, because Angeles' purported liability in this matter arises out of actions which allegedly took place during or subsequent to January of 1976, the earlier policies (whether confirmed or unconfirmed) do not appear to be potentially applicable and will not be further discussed in this letter. If you have information indicating that Angeles' purported liability in this matter began prior to January of 1976, I invite you to provide me with copies of such for my review and consideration.

As indicated above, Travelers will participate in Angeles' defense of the Counterclaim under policy number 650-764A450-4-COF-75 (the 'Primary Policy'), subject to a complete reservation of Travelers rights and defenses to coverage, while I conduct my coverage investigation of this matter. Pursuant to this offer of defense, Travelers will contribute to the reasonable and necessary defense-related counsel fees and expenses incurred by Angeles (excluding any costs, fees, expenses, etc., incurred in the prosecution of the Defendants by Plaintiff Angeles) billed by the law firm of Angeles' choice, and incurred subsequent to the date of tender of this matter to Travelers, August 23, 2005.

As an initial matter, the defense provisions contained in the Primary Policy essentially provide that Travelers shall defend any suit against the "insured" claiming damages because of injury to or destruction of property. In that regard, any costs, fees, etc., Angeles incurs as a result of prosecuting any of the defendants are <u>not</u> defense-related counsel fees and expenses and will <u>not</u> be considered by Travelers for payment pursuant to the offer of defense set forth herein.

Travelers participation in Angeles' defense of the Counterclaim is not intended to be, and should not be construed as: an admission that any coverage is available for this matter; an expansion of any obligation that Travelers may subsequently acknowledge (if any); a waiver of any right or defense to coverage available to Travelers, whether under the policies or at law or in equity; or a course of performance. Travelers specifically reserves the right to decline coverage for this matter, including, but not limited to, its right to assert:

- Coverage applies only to sums which the "insured" is legally obligated to pay to an injured third party as damages because of "property damage";
- 2. Coverage does <u>not</u> apply to any alleged damage which does not constitute "property damage" as defined in the Primary Policy;
- 3. Any "property damage" which takes place or is suffered prior to November 1, 1975 or subsequent to November 1, 1976, is <u>not</u> covered by the Primary Policy, and thus, Travelers is under no obligation to defend lawsuits or pay claims, settlements or judgments for any such "property damage";

- 4. Coverage does <u>not</u> apply to any alleged damage unless caused by an "occurrence" as defined in the Primary Policy;
- 5. Coverage does <u>not</u> apply to "property damage" arising out of any emission, discharge, seepage, release or escape of any liquid, solid, gaseous or thermal waste or pollutant if such emission, discharge, seepage, release or escape is either expected or intended from the standpoint of any "insured" or any person or organization for whose acts or omissions any "insured" is liable;
- 6. Coverage does <u>not</u> apply to "property damage" arising out of any emission, discharge, seepage, release or escape of any liquid, solid, gaseous or thermal waste or pollutant if such emission, discharge, seepage, release or escape results from or is contributed to by any condition in violation of or non-compliance with any applicable governmental rule, regulation or law;
- 7. Coverage does <u>not</u> apply to "property damage" arising out of any emission, discharge, seepage, release or escape of petroleum or petroleum derivatives into any body of water;
- 8. Coverage does <u>not</u> apply to "property damage" to property owned by the "insured" and, except with respect to the Fire Legal Liability Hazard, to property occupied by or rented to the "insured";
- 9. For the purpose of determining the limit of Travelers liability under the Primary Policy, all "property damage" arising out of continuous or repeated exposure to substantially the same general conditions shall be considered arising out of one "occurrence";
- Any payments that might be made by Travelers in this case (if any) are subject to the applicable limit of liability as contained in (or as otherwise applicable to) the Primary Policy;
- 11. Should the applicable limit of liability be exhausted, Travelers participation in Angeles' defense of this matter will simultaneously terminate;
- 12. Coverage does <u>not</u> apply if the "insured" failed or fails to comply with the conditions of the policies, including, but not limited to, those relating to the "insured's" obligation to provide timely and adequate notice, to cooperate with Travelers and to not impair Travelers subrogation, contribution or "other insurance" rights;
- Coverage does <u>not</u> apply to any payment made, obligation assumed or expense incurred voluntarily by the "insured" or without Travelers knowledge or consent (other than for first aid to others at the time of an accident) in accordance with the conditions of the policies, or to pre-tender costs; and

Je Fery L. Caufield, Esq. September 29, 2005 Page 4 of 7

14. Coverage does <u>not</u> apply to liabilities of any individual or organization other than those declared or described as a named insured or insured in the policy.

Travelers also reserves all of its rights and defenses to coverage which might arise under any other policies of insurance issued to Angeles, including, without limitation, any other general liability and/or umbrella policies (including policy number CUP-762A928-5-IND-75) issued to Angeles, if any, as well as under any other line of insurance under those policies or under the Primary Policy.

Travelers also specifically reserves its right to withdraw its participation in the Port's defense of this matter, and to seek recoupment of any defense costs or other sums paid to or on behalf of the Port in its defense of claims that are not potentially covered under the Policy, including (without limitation) the Breach of Contract Claims.

Furthermore, should Travelers coverage position be litigated and should a court of appropriate jurisdiction reject any right or defense to coverage asserted by Travelers with respect to this matter (whether specifically enumerated above, or otherwise reserved by this or any other communication from the SLCU), Travelers will provide coverage only to the extent finally mandated by such court, and will seek recoupment of any payments made other than in accordance with the theory of coverage adopted by such court.

Angeles may be informed of additional rights and defenses to coverage reserved by Travelers as the SLCU continues its investigation and analysis of the coverage issues raised by this matter. Travelers coverage position with respect to the captioned matter will be conveyed to Angeles only by the SLCU.

As explained above, the role of the SLCU is limited solely to the investigation, analysis and determination of insurance coverage. Mr. James Quimby of the Special Liability Group — District Environmental Claim Office ("SLG-DECO") will be available to assist Angeles with the assessment of its alleged liability in this matter, and will also be responsible for the review and payment of any defense bills incurred by Angeles in this matter. Please note that Mr. Quimby's availability and assistance is not intended to be, and should not be construed as: an admission of coverage; a waiver of Travelers rights to decline coverage; grounds for any claim of estoppel against Travelers; or a course of performance. Defense bills should be forwarded directly to Mr. Quimby at the following address:

Mr. James Quimby
District Environmental Claim Office
Special Liability Group
St. Paul Travelers
6060 S. Willow Drive, Suite 300
Greenwood Village, Colorado 80111

Please reference file number CFZ4787 on all correspondence to the SLG-DECO. You may also reach Mr. Quimby at the direct-dial number (720) 963-7287 or fax number (720) 963-7310. Please note that the information provided by Angeles to the SLG-DECO will not be shared with the SLCU without Angeles' express, written permission.

Inffery L. Caufield, Esq. September 29, 2005 Page 5 of 7

As stated above, the SLCU will investigate the facts and circumstances of this matter in order to determine the extent of Travelers coverage obligations, if any. In that regard, please provide me with any information you have regarding the timing, source, nature and extent of the alleged contamination at the Site, including (without limitation) the following:

- 1. Please provide me with complete copies of any and all available environmental or public health permits, reports, surveys, tests, investigations, etc., performed at or relating to the Site and/or surrounding area.
- 2. Please provide me with copies of <u>all</u> correspondence or other documents Angeles has received at any time regarding alleged contamination at or emanating from the Site, including federal, state or local agencies or private parties. Please also provide me with copies of Angeles' responses thereto.
- 3. Please provide the following information regarding any and all incidences of spills or releases of chemical substances at the Site, please include incidences which occurred both inside and outside of the building(s):
 - a. please indicate the date of such;
 - b. the duration of the release, in the instance that a release occurred from equipment or from storage container(s);
 - c. circumstances by which the release occurred;
 - d. the identity, composition and amount of materials released;
 - e. the location of the release;
 - f. what measures were taken to clean up the release, and when those measures were taken; and
 - g. the names of any witnesses to the release.
- 3. Please provide me with a map of the Site and surrounding area. It would be very helpful to have a map indicating the locations of any drain areas within the facilities, including sumps and septic system, if applicable, as well as locations of all underground and aboveground storage tanks located at (including those no longer in use) and formerly located at (if excavated) the Site. Please also note the locations of contaminated soils relative to the Site features.
- 4. With respect to all underground and aboveground storage tanks located at (including those no longer in use) and formerly located at (if excavated) the Site, and piping associated therewith, please provide me with the following information concerning each:

- a. Please identify all substances (whether products, wastes, etc.) which have, at any time, been stored therein, and indicate the time period for each such use;
- b. Were any "tightness" tests performed on any of the tanks and/or lines? If so, please provide copies of all such test results;
- c. Please describe the circumstances surrounding the discovery of the release(s). When and by whom was the discovery made?;
- d. Please explain how the product inventory was monitored; and, if possible, provide copies of all inventory records; and
- Please state the date of installation, identify the type of construction of the tank (e.g., whether bare steel, coated steel, fiberglass-reinforced plastic, etc.), and indicate whether any spill or leak prevention or detection devices were ever utilized.
- 5. Please provide me with all documentation or other information you have demonstrating any unexpected and unintended releases of chemical substances at the Site.
- 6. Please provide me with all information and documentation concerning the broken pipe (date, circumstances, etc.) referenced in the Counterclaim, and please provide me with a complete copy of the lawsuit and final court decision concerning Angeles' lawsuit against Spencer & Jones.
- Based upon the information available to me, it is my understanding that a significant amount of discovery has taken place in this matter; I ask that you please provide me with copies of all information, documentation, studies, reports, depositions, etc., that relate in any way to and/or that may affect my coverage determination for this matter.

In addition to the above, I invite you to provide me with any additional information you believe would assist me in my coverage determination for this matter. Please note that after I have reviewed any of the requested information, it may be necessary to request from you additional relevant information.

I understand that there are additional insurance carriers which have been participating in Angeles' defense of the captioned matter. I will be contacting those carriers in order to arrange for a defense cost-share agreement for this matter.

Please do not hesitate to contact me at the direct dial number indicated above if you have any questions concerning this letter. In my absence, please feel free to contact Mr. Brian Temte at (860) 954-4893 for assistance. If it is more convenient, you may leave a message for me at our toll-free number (1-800-954-9633), and I will return your call as soon as possible.

Jeffery L. Caufield, Esq. September 29, 2005 Page 7 of 7

Yours truly,

Shannon Roberto Account Executive

SER736

cc:

SLG-DECO, Denver Attn.: James Quimby File Number: CFZ4787

Carmen A. Trutanich - S.B.N. 86629 Jeffery L. Caufield - S.B.N. 166524 TRUTANICH • MICHEL, LLP 407 North Harbor Boulevard 3 San Pedro, CA 90731 Telephone: 310-548-0410 4 Attorneys for Angeles Chemical Company, Inc.: 5 John Locke; and Greve Financial Services, Inc. 6 UNITED STATES DISTRICT COURT 7 FOR THE CENTRAL DISTRICT OF CALIFORNIA 8 9 GREVE FINANCIAL SERVICES, INC., et) CASE NO: 98-10690 AHM AIJx 10 al., ANGELES CHEMICAL COMPANY, INC.: Plaintiffs, 11 JOHN LOCKE; AND GREVE FINANCIAL VS. SERVICES, INC.'S FRCP RULE 26 AND 12 LOCAL RULE 6 INITIAL DISCLOSURES 13 McKESSON CORPORATION, et al., Defendant. 14 15 16 Pursuant to FRCP Rule 26 and Local Rule 6, Plaintiffs and Counter-Defendants Angeles 17 Chemical Company, Inc., John Locke and Greve Financial Services, Inc. (hereinafter collectively 18 "Angeles") submit this FRCP Rule 26 and Local Rule 6 Initial Disclosure to the opposing parties. 19 Initial Disclosures: The following is the initial disclosures of Angeles. 20 6.2.1 Witnesses: Angeles has conducted a review of the business records of Angeles 21 Chemical Company, Inc. in preparation for the initial disclosure of witnesses. From 22 the business records of Angeles Chemical Company, Inc., to the extent possible, the 23 names, last known addresses, job title/job descriptions and dates of employment for 24 the former Angeles Chemical Company, Inc. employees have been compiled and 25 provided on the witness list attached hereto as Exhibit 1. Angeles has been unable to 26 interview and/or locate all of the listed witnesses and cannot represent to what extent 27 each of the listed witnesses has responsive information pursuant to FRCP Rule 28 -1-

26 and Local Rule 6. To the extent that additional responsive information is learned regarding the knowledge of employees and/or outside vendors. Angeles will continue to periodically supplement their FRCP Rule 26 Initial Disclosure. Additionally, Angeles is still in the process of interviewing potentially percipient non-employees with knowledge subject to production pursuant to FRCP Rule 26 and Local Rule 6. To the extent that additional percipient non-employee witnesses with knowledge subject to production pursuant to FRCP Rule 26 and Local Rule 6 are located, Angeles will periodically supplement their initial disclosures. To the extent that non-employee percipient witnesses may be identified in public records of governmental agencies, the identities of those non-employee percipient witnesses are equally available to opposing parties and will not be listed in the Angeles' FRCP Rule 26 and Local Rule 6 production. To the extent that former employees/contractors/consultants/counsel of McKesson possess FRCP Rule 26 and Local Rule 6 responsive information, the information is more readily available to McKesson than Angeles. To the extent that particular responsive information is learned about employees/contractors/consultants/counsel of McKesson, and not learned simultaneously by the opposing parties (i.e. at a deposition or listed in documents), then Angeles will supplement their response. Nothing in this response should be construed as a waiver of any employee personal, attorney-work product, attorneyclient or any other privileges that may apply to any employee or information possessed by that employee.

Documents: Angeles Chemical Company, Inc. has located approximately 1.5 million pages of documents with potentially responsive information subject to production pursuant to FRCP Rule 26 and Local Rule 6. Due to the volume of documents located by Angeles Chemical Company, Inc., parties have requested that Angeles prepare an index of the documents. Angeles has prepared a file/box level index of the documents. The index is attached hereto as Exhibit 2. The index provides a general

-2-

Angeles Chemical Company et al.'s Rule 26 and Local Rule 6 Initial Disclosures

27

28

6.2.3

description of the documents located in each of the boxes. However, the contents of each box are not entirely uniform and the distinct possibility exists that document that are outside the general description of the index may be contained within a particular box. Angeles will make the contents of any box listed in the index available for inspection upon the request of any opposing party. Angeles has withheld the following documents from the FRCP Rule 26 and Local Rule 6 production: 1) employee records containing personal and confidential information of employees including social security numbers, drivers license numbers, pay rates, and personnel files; 2) attorney-client privileged documents and communications; and 3) attorneywork product privileged documents and communications. Angeles is continuing to try to locate additional responsive documents. To the extent that additional responsive records are located, Angeles will supplement their response. Nothing in this response should be construed as a waiver of any employee personal, attorney-work product, attorney-client or any other privileges that may apply to any records of Angeles. Subsequent to this initial disclosure, Angeles will be producing a privilege log containing a list of all attorney-client and attorney-work product privileged documents withheld. Due to the volume of employee records located and withheld due to the records containing employee personal privileged information, Angeles would request to meet and confer with opposing parties regarding disclosure of the employee records. Damages: Angeles is still trying to quantify the extent of the damages for cleanup and testing of contamination caused by McKesson. Furthermore, Angeles is still assessing the full extent of the subsurface contamination and cannot estimate the amount of costs associated with remediation of the site and/or diminution of value of the business/property. Contained within the documents being produced by Angeles are the records of sales by Angeles, the invoices for historical testing and remediation on the property, and business losses suffered by Angeles Chemical Company, Inc. that support, in part, Angeles' damage claims. Angeles is still searching for additional

Angeles Chemical Company et al.'s Rule 26 and Local Rule 6 Initial Disclosures

6.2.4

records related to the full nature and extent of the damages suffered. If Angeles is able to quantify the full nature and extent of the damages prior to trial, Angeles will supplement their response.

Insurance: Per the request of counsel for Sorkin et al. and McKesson et al., Angeles is not producing copies of their insurance policies as required by FRCP Rule 26, but instead is producing an index of the insurance policies, (attached as Exhibit 3). To the extent that any party wishes a copy of a particular listed insurance policy, Angeles will produce a copy of the policy, to the extent that Angeles possesses a copy of the policy. Angeles is continuing to investigate and search for additional insurance policies and will supplement Angeles' insurance index if additional insurance policies are located.

The foregoing is initial disclosure mandated pursuant to FRCP Rule 26 and Local Rule 6. Nothing is this initial disclosure should be construed by a waiver or admission by Angeles of any of the claims asserted by Angeles or counter-claims asserted by McKesson. Additionally, Angeles is still in the process of locating additional information that may be subject to disclosure pursuant to FRCP Rule 26. To the extent that additional information is located, Angeles will supplement their initial disclosures.

Dated: June 20, 2002

TRUTANICH • MICHEL, LLP:

Attorneys for Plaintiff and Counter-Defendants Angeles Chemical Company Inc., John Locke, and Greve Financial Services, Inc.

Angeles Chemical Company et al.'s Rule 26 and Local Rule 6 Initial Disclosures

EXHIBIT "1"

| Name | Last Known Address | Phone | Job Description | Hire Date/Yrs. Employed |
|--------------------|--|--|-------------------------|-------------------------|
| Aguilar, Rafael | 3314 Hunter St., #237, Los Angeles, CA, 90023 | (213) 246-6346 | Shipping/Receiving | 5/2/95 |
| Aiello, David | | | | 12/1/94 |
| Alvarez, Elva | 4821 San Gabriel Place, Pico Rivera, CA 90660 | (562) 699-7188 | | 6/1/00 |
| Anthony, John | | lana, and an | | 6/13/90 |
| Arballo, Phillip | 3026 Pinefalls Dr., W. Covina, CA, 91792 | (909) 468-9498 | Warehouse | 3/1/96 |
| Argueta, Albert | 2316 1/2 W. Cleveland Ave., Montebello, CA, 90640 | (213) 724-7612 | Material Handler | 11/30/94 |
| Arreola, Doroteo | | | | 3/2/87 |
| Ayala, Veronica | 12045 East 169th St., Artesia, CA, 90701 | (562) 404-5648 | | 8/16/99 |
| Bailey, Michael | | | | 4/1/91 |
| Barnes, Otha | | | | 10/1/90 |
| Barry, Laurie | | | | 10/17/83-10/84 |
| Bell, Ronald | 14602 La Condesa Dr., La Mirada, CA, 90638 | (714) 994-2769 | | 3/2/72-3/6/72 |
| Benson, Jay | | * | | 5/16/86 |
| Benson, Jeanette | | | | 8/1/79 |
| Berg, Robert | RT 1 Box 71-A, Paso Robles, CA, 93446 | | Secretary/Treasure r | ?/?/71 |
| Bernal, Anna Maria | 15814 Landmark Dr., Whittier, CA, 90604 | (562) 943-8494 | Warehouse | 6/6/00 |
| Biggs, Richard | | <u> </u> | | 11/27/89 |
| Bland, Marshall | | | | 2/1/93 |
| Bonilla, Ricardo | 5837 Loveland St., Bell Gardens, CA, 90201 | | | 8/1/88 |
| Bortz, Steve | 5915 Chimineas Ave. | (818) 705-3703 | | 4/4/00 |
| Burtis, Gregory | 2901 E. Yorba Linda #33, Fullerton, CA 92631 | (714) 840-2799 | Sales Agent | 6/1/88 |
| Campos, Arthur | | | | 12/7/87 |
| Carter, Jody | | | | 12/7/81 |
| Casebeer, Jennifer | | | | 7/1/1984-7/7/86 |
| Chapman, Leatrice | 7015 7th Ave., Los Angeles, CA, 90043 | (213) 778-5885 | | 10/1/86 |
| Chavez, Antonio | | | | 10/1/86-6/90 |

| Contreras, Andre | | | | 7/5/92-1/7/93 |
|---------------------|---|----------------|---------------------------------|---------------|
| Corson, Sidney | | | | 12/1/88-6/90 |
| Cuen, Mario | 6400 Colmar Ave , Bell Gardens, CA, 90201 | (213) 560-3538 | Plant Worker (Driver?) | 10/31/94-?/96 |
| Custer, Robert | 6800 NW Concord Drive, Corvallis, OR 97330 | (541) 745-3994 | President - Samson Chem. Co. | 4/1/91 |
| Dalke, Daniel | 8586 SE 72nd Ave., Portland, OR, 97206 | | Shipping/Receiving | 12/1/86 |
| Davidson, James | | | | 4/10/89 |
| Deloye, John | | | | 4/1/91 |
| Elhs, W.H | 904 McCarthy Ct., El Segundo, CA 90245 | | | |
| Elias, Robert | | | | 6/1/85 |
| Escalera, Miguel | 513 Portola St , San Dimas, CA, 91773 | (909) 592-7021 | Warehouse | |
| Escobar, Roman. | 8320 Summerfield Ave., Whittier, CA 90606 | | | |
| Estes, Bonnie | 13302 Allegan St., Whittier, CA, 90605 | (310) 944-8383 | | 4/5/76: |
| Estes, Hugh | | | | 3/1/90 |
| Fajardo, Francisco | 11924 Louis Ave., Whittier, CA, 90605 | (562) 754-1392 | | 10/31/94 |
| Fastiggi, Michelle | | | | 10/30/89 |
| Faulk, Tem | 16207 Eucalyptus, Beliflower, CA, 90706 | (562) 920-2220 | | 95?7? |
| Ferfes, Jo Ann | | · | | 7/1/85 |
| Files, Kristin | 478 W. Adams Park, Covina, CA, 91723 | (818) 915-1351 | Safety Health Environment Mgr. | 8/4/92 |
| Flores, Jose | | | | 6/1/81 |
| Froelich, James | | | | 7/1/87-1/90 |
| Garcia, David | | | | 4/18/88 |
| Garcia, Richard | | | | 7/22/91 |
| Gijon, Georgina | 6018 Gloucester St., Los Angeles, CA. | (213) 727-7846 | Machine Operator | 10/1/86 |
| Gonzalez, Carlos | 3272 Vineland, Baldwin Park, CA, 91706 | (818) 334-7796 | Warehouse | 4/5/00 |
| Gutierrez, Reynaldo | 10648 Meadow Rd., Norwalk, CA, 90650 | (562) 868-1761 | Industrial Lead | 1/1/99 |
| Gutierrez, Richard | 2053 S. Plum Ave , Ontario, CA 91761 | (909) 947-2327 | Truck Driver | 5/1/00 |
| Gyerman, Janette | | | | 9/1/86 |

| Haskell, Marian | | | | 4/1/91 |
|---------------------------|--|----------------|------------------------|-----------------|
| Head, William | | | | 4/23/91 |
| Hernandez, Cesar "Edward" | 11840 Greyford St., Whittier, CA 90606 | (310) 945-4625 | Production Manager | 5/18/90 |
| Hernandez, Jeanette | 650 Sandy Hook, Los Angeles, CA, 91744 | (818) 918-0364 | | 2/1/96 |
| Hernandez, Manuel | 14808 Tacuba Dr., La Mirada, CA, 90638 | (310) 944-1276 | Driver | 6/6/89 |
| Howard, Fred | | | | 4/1/85 |
| Huitron, Jose | 1464 Meeker Ave , #139, La Puente, CA, 91746 | (818) 859-9988 | Plant Worker | 8/14/9-5/7/96 |
| Hutton, Candi | 11527 Vaga Ave., Whittier, CA 90604 | (909) 622-2738 | | 9/1/77 |
| Hutton, Jason | 1235 W 9th St., Pomona, CA, 91766 | | Chemical Technician | 6/2:1/05: |
| Hutton, Shauna | | | | 6/21/91 |
| ngram, Lori | 11069 Belfair St., Norwalk, CA, 90650 | (310) 868-1931 | Order Desk | 2/7/95 |
| saacs, Carolyn | 4073 Santa Lucia, Orange, CA 92665 | | | |
| Johnson, Cynthia | | | | 5/18/92-7/31/92 |
| Kight, Chuck | | | | 5/1/87-1/90 |
| Kilsheimer, Thomas | | | | 10/1/86 |
| Knight, Lateef | 1557 W., 145th. St., F., Gardena, CA, 90247 | (310) 527-2752 | | ?/99 |
| aniel, Larry | | | | 5/10/91-7/3/91 |
| Lara, Victor | 1009 S Vancaver Ave., Los Angeles, CA, 90022 | | | 5/8/00 |
| edezma, Felipe | The state of the s | | | 3/1/89 |
| eon, Louis | 12122 Lakeland Rd., Norwalk, CA, 90650 | (310) 863-0929 | | 4/5/00 |
| ocke, James | 1682 Whitefield Rd., Pasadena, CA, 91104 | (818) 794-4785 | Operations Mgr. | 5/20/85 |
| ocke, John | 20449 Rancho Los Cerntos, Covina, CA, 91724 | (818) 331-3947 | President/CEO | 11/1/71 |
| opez, Arthur | | | | 10/1/86 |
| opez, Luis | | | | 1/1/85 |
| opez, Roberto | 10121 Pinehurst Ave., Southgate, CA, 90280 | | Truck Loader | 5/2/70 |
| Mahoney, Tim | 9725 Armley Ave., Whittier, CA 90604 | | Controller | 6/12/05 |

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| Marca, Gary | | | · | 1/2/92-2/7/92 |
|---------------------|--|----------------|------------------------------|------------------|
| Martinez, Anotonio | | | | 1/87-12/88 |
| Martinez, Peter | | J | | 7/30/90-11/30/90 |
| Matthews, Glenn | 285 South Laurel, Brea, CA, 92621 | (818) 913-0164 | | 2/3/97 |
| McClendon, Raymond | | | | 8/1/84 |
| Mejia, Rudy | 809 Vineyard Ave , Duarte, CA, 91010 | (818) 358-5486 | Driver | 3/20/95 |
| Melendez, Evelyn | | | | 9/19/83 |
| Mendoza, Ronald | | - | | 10/31/94 |
| Merling, Ricardo | 209 W. Central Ave, Apt. "C", Monrovia, CA, 91016 | (818) 303-7762 | Driver | 2/26/96 |
| Milan, Raul | | |]. | 4/18/94 |
| Miller, Gale | | | | 12/28/87 |
| Miller, Lonny | | | | 4/2/90 |
| Mina, Charlie | | | | 1/20/94 |
| Minikus, Jane | | | | 7/28/92-12/18/92 |
| Molina, Daniel | | | | 5/28/85 |
| Monzon, Rene | 10118 Laurel Ave, Apt. "F", Whittier, CA, 90605 | (310) 941-8263 | Truck Loader/ Chem. Tech. | 7/1/91 |
| Morales, Mike | 8816 E. Bermudez St., Pico Rivera, CA, 90660 | (310) 948-2607 | Warehouse | 8/26/96 |
| Morris, Robert | | | | 5/26/92 |
| Munguia, Mercedes | 7300 Florence Ave , #23; Downey, CA, 90240 | (562) 927-6880 | | 4/8/00 |
| Muysken, Donna | | | | 3/1/94 |
| Navarrete, Richard | 8725 Stewart/Gray Rd , Downey, CA, 90240 | (626) 945-3909 | | |
| Nelson, Warren | | | | 5/1/85 |
| Nunez, Sabino | | | | 7/1/88-6/90 |
| Ojeda, Alfonso | 653 S. Findlay Ave., Los Angeles, CA 90022 | | Warehouse Supervisor | 4/3/00: |
| Orozco, Daniel | 1705 Neil Armstrong St., #109, Montebello, CA, 90640 | (213) 724-4046 | | 1/29/96 |
| Orozco, Paul | 325 N. 4th Street., Apt. "G", Alhambra, CA, 192801 | | | 95?9? |
| Paez, Ricardo | | | | 10/1/86 |
| Payne, Marke | 2662 Maxson Rd., El Monte, CA | (626) 443-2937 | Laborer | 7/98 |
| Peters, Christopher | | 7 | | 6/1/86 |

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| Phillips, Joann | | | | 7/29/85 |
|---------------------|---|----------------|--------------------|------------------|
| Pierce, Robert | | | | 1.0/1/86 |
| Plawin, Edmund | | | | 3/1/85 |
| Pozo, Ariel | | | | 6/6/91-6/14/91 |
| Quezada, Marvin | 1228 S. Leland Ave., #45, W. Covina, CA, 91790 | (818) 337-6494 | Dockworker | 10/24/94 |
| Quinn, Peter | | | | 10/15/84-11/85 |
| Quintero, Guillermo | 1707W Tudor St., Rialto, CA, 92397 | (909) 428-6042 | Driver | 10/10/94-2/13/96 |
| Ramirez, Vincent | | 1 | | 5/1/90-12/7/90 |
| Regan, Gerald | | | | 1/1/89 |
| Reynoso, Rudy | 1203 Peck St , #13, Compton, CA, 90221 | (310) 635-2779 | | 9/27/99 |
| Rios, Shawn | 719 N. Del Valle, La Puente, CA, 91744 | (818) 336-4379 | | 12/18/95 |
| Ritchie, Timothy | | . 9. 93. | | 1/24/90-4/27/90 |
| Robles, Federico | | | | 10/31/94 |
| Rodriguez, Rudy | 440 W. Spruce St., Compton, CA, 90220 | (310) 635-8684 | | 5/1/95-7/96 |
| Rosas, Roberto | 4656 Myrtle St., Pico Rivera, CA, 90660 | | Driver | |
| Rosenthal, Amold | 10350 Wilshire Blvd., #1204, LA, CA 90024 | | | |
| Ruiz, Oscar | 11330 Fredson St., Santa Fe Springs, CA, 90670 | (562) 695-8233 | Production Worker | <u> </u> |
| Saavedra, Evelyn | | | | 9/1/83 |
| Salazar, Jason | 14476 San Ardo Dr., La Mirada, CA 90638 | (714) 523-5869 | Shipping/Receiving | 11/27/95 |
| Salazar, Vincent | 4112 Fox Lake Ave., W. Covina, CA, 91792 | (909) 839-0079 | Truck Driver | 8/15/97 |
| Sanchez, Andy | 702 N Cassen, Ontario, CA, 91764 | (909) 988-7566 | Driver? | 1/6/97 |
| Sanchez, Isidro | 16251 Woodruff Ave., #46, Bellflower, CA, 90706 | (310) 866-1470 | Production Worker | 7/1/96 |
| Sarabia, Alberto | 778.77 | | -, | 10/31/94 |
| Sarabia, Jose | 216 S. Gage Ave., Los Angeles, CA, 90063 | (323) 269-0060 | Machine Operator | 6/1/00 |
| Scott, Anthony | 3342 Winterhaven Dr., La Verne, CA, 91750 | i zowadzenie | | 6/15/92 |
| Sepeoa, Alex | | | | 3/21/88 |
| Sheets, Paul | | | | 10/19/87 |

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| Slivkoff, Mike | 15054 Cedar Springs Dr , Whittier, CA, 90603 | (310) 696-9343 | | 1/11/89 |
|------------------|--|----------------|-------------------|----------------|
| Smith, Donald | 2028 Via Encanto, Lomita, CA, 90717 | (310) 539-8361 | Sales | 4/1/91 |
| Smith, Margaret | 12120 Hayford, Norwalk, CA, 90650 | (310) 868-2010 | | 10/10/86 |
| Sotelo, Frank | 9646 Briarfield St., Pico Rivera, CA, 90660 | (310) 695-0883 | Production Worker | 2/95 |
| Spence, Eldon | 3939 S. Budlong, LA, CA 90037 | | | 10/1/86 |
| Suazo, Luis | 13933 Lubican St., Baldwin Park, CA 91706 | | | 12/7/93 |
| Topete, Miguel | | | | 10/1/86-11/89 |
| Tracy, John | | | | 5/1/84 |
| Trejo, Gilbert | 135 S. Park Ave., Montebello, CA 90640 | | | 12/1/93 |
| Trudeau, Robert | 1140 Spring Meadow, W. Covina, CA 91791 | | | |
| Turner, Jackie | 13812 Lancelot Ave., Norwalk, CA, 90650 | (310) 868-2813 | Cust. Service | 10/10/86-12/96 |
| Uribe, Pablo | | | | 4/1/90 |
| Valente, Woody | 94-1043 Hapapa Street, Waipuha, HI, 96797 | | Sales | 5/1/95 |
| Veal, Percy | | | | 4/3/89 |
| Veal, Rosevelt | 140 W Imperial Hwy., LA, CA 90061 | (213)757-1992 | Plant Supervisor | 1/23/89-?/92 |
| Villegas, Juan | 17517 Boulay St., La Puente, CA, 91744 | (818) 912-3406 | Inventory Clerk | 12/1/96 |
| Wambolt, Melissa | | | | 12/19/88 |
| Watson, Joseph | | | | 10/1/86 |
| Watson, Mark | 30150 Kenmore Ave., #308, Los Angeles, CA, 90020 | (213) 418-8581 | Leadman | 6/13/94 |
| Wheeler, Javan | | | | 5/4/90-5/18/90 |
| Wilmoth, Eugene | 655 Baker St., Apt. "C112", Costa Mesa, CA, 92626 | (714) 631-2779 | Sales | 11/1/93 |
| Winnick, Robert | | | | 4/1/91 |
| Woods, Earmon | | | | 10/1/86 |
| Pepix, Richard | 10430 Rose Hedge Dr., Whittier, CA, 90606 | | | |
| Younger, Alonzo | 1907 N. Deerpaul Dr., #441, Fullerton, CA, 92631 | (714) 996-8713 | Sales Rep | 1/1/94 |

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| | | | | | | | | - | | | | |
|--------------------------|---|---|--|---------------------------------------|---|---------------|---|----------|--|--------------|----------|-----------|
| | | | | | | | | | | | | |
| Staffing/Temp. Companies | | | | | | | | | | | | |
| | | | | | | | | | | | <u> </u> | |
| Elite Personnel Services | | | en e | · · · · · · · · · · · · · · · · · · · | j | | | | | | | |
| Headway Staffing | | | | | | Street Street | | | | | | * * . |
| Independent Temporary | | | | | | | | 1 | | | | |
| Personnel | | | | | ŀ | | | - | | | | |
| Preferred Personnel | | | | | | | | | | | | |
| Rite Way Staffing | | | | | | | | | | | | |
| Staff Control Inc | | : | | | | | | 1 | | | | |
| Staffmark | | | | | | | * | 1 | | | | |
| Tandem Outsource Intl | | | | | | | | 1. | | | | |
| The Right Man | | | | | | | · | 1 | | | | |
| Transtaff | · | | | | | | | | ······································ | | | |
| X-TRA Help Inc | | | | | | | | <u> </u> | | | | |

EXHIBIT 2

| Box # | Type of Box | General Description of Contents | |
|-------|-------------|---|--|
| . 1. | Bankers | Award Plaques | |
| .2 | Bankers | Accident (3/99); RDP Program; Emergency Response Plans; Camping Fuel Law Suit; DEA File; Personnel Handbook(99); Tax Returns in Manilla envelopes from CPA (16 envelopes); Distributor Price Lists/Vendors; (some documents withheld for privilege) | |
| 3 | Bankers | Orchard Supply Hardware (OSH) files: Invoices; Truck Bills of Lading; Delivery Receipts; | |
| 4 | Bankers | Orchard Supply Hardware (OSH) files: Invoices; Truck Bills of Lading; Delivery Receipts | |
| 5 | Bankers | Orchard Supply Hardware (OSH) files: Invoices; Truck Bills of Lading; Delivery Receipts | |
| 6 | | Ledger titled "Angeles Bortz Samson Book #5 1999": Green Invoices. Sparkletts Invoices; SC Air Quality Mgmt. District Permit Renewals; System Transport (Chem. Transportation records); St. Paul Software; Staples; SW Oil & Chem., T & R Chemicals, Target Express Invoices; The Right Man (temp labor); Wall St. Journal; Traditions Enterprise Inc. Invoices; Trail Chemical Lease Invoices (RE: property at 9904 Gidley Stwarehousing of paint; solvents & vehicles); Teletrac; Tandem Outsource Intt. (temp labor); Transchem; Inc.; X-TRA Help Inc. (temp labor); TIG Insurance Co. (some documents withheld for privilege) | |
| 7 | | Price lists; thick file of assorted faxes; OSH log; Material Safety Data Sheets (MSDS); Items faxed for John Locke; Green Invoices; Daily Inspection Reports; Address book for John Locke, Menus; Interoffice Memos; Acct. Receivables Reports (2000); System Transport Invoices; MSDS Sheet Requests via fax; Webec.com Received docs | |
| 8 | Bankers | Orchard Supply Hardware (OSH) files: Invoices; Truck Bills of Lading; Delivery Receipts | |
| 9 | | Employee Insurance Forms/Records/Apps; 1996 W-2s; Safety Handbooks; Safety Administrative Handbooks; MazMat Manifest Training; Insurance docs 1999; (some documents withheld for privilege) | |
| 10 | Bankers | Orchard Supply Hardware (OSH) files: Invoices; Truck Bills of Lading; Delivery Receipts | |
| . 11 | Bankers | Orchard Supply Hardware (OSH) files: Invoices; Truck Bills of Lading; Delivery Receipts | |
| 12 | | Rolodex; Address Book; Info. About materials and solvents; price changes; old floppy disks; Aging Reports; Material Safety Data Sheets (MSDS); (some documents withheld for privilege) | |
| 13 | Bankers | Drivers logs; tickets; environmental publications; NPCA; safety information; CHP inspection reports; DMV Files; Xerox Correspondence; US Filter; Pitney Bowes; 7/18/95 on-site accident; 2/4/99 poison incident; AQMD Technical Guidance Document for Title V; AQMD Permits & Regulations; Tank Permits; 1996 & 1997 Drivers' Logs; Hasmat Inventory Sheets; (some documents withheld for privilege) | |
| 14 | Bankers | Orchard Supply Hardware (OSH) files: Invoices; Truck Bills of Lading; Delivery Receipts | |
| 15 | Bankers | Misc. yellow invoices 1999 (Shell; GE; Norton Packaging; Matheson; & others); Expense Reports for Alfonzo Younger | |

| 16 | Bankers | Binder: 1992 Cal. Underground Storage Tank Conference; Binder: Horner EZY-CHEK leak detector; Binder: | |
|----------|--------------|--|------------|
| | | Underground Storage Tank Tightness Testing, Binder: NACD Index; Binder: Material Safety Data Sheets | 1 |
| 1. | | (MSDS); Binder: 1994 Underground Storage Tank Conference; Binder: Data Charts for Tank System | J. |
| | <u> </u> | Tightness Tests; Lists of CA licensed tank testers and tank testing companies | |
| 17 | Bankers | Employee Records S-Z & Employee Insurance Records; (some documents withheld for privilege) | |
| 18: | Bankers | Employee Records A-S; (some documents withheld for privilege) | |
| 19 | Bankers | Old Accounting Reports (1976 - 89): Corporate Income Tax Returns; Valuation Reports; Acct. Reports from CPA | <u>}</u> . |
| 20 | Bankers | 1999 Orchard Supply Hardware (OSH) files: Invoices; Truck Bills of Lading; Delivery Receipts | |
| 21 | Bankers | Yellow Invoices (Alpha by Co) A-C | |
| 22 | Bankers | 1999 & 2000 Invoices; Accounting Ledger | |
| 23 | Bankers | Hazmat License; USI Vehicle Registrations, USI Insurance; Hanover Insurance; Motor Carrier Permits; | |
| 20 | Daimore | Certificates of Insurance; AQMD Permits for suburban Tanks; Cananwill Insurance; Forklift lease; Trail | |
| | • | Chem. Co. Contract; Bortz Acquisition docs(legal); Hazmat Manifests; Bortz Material Safety Data Sheets | - |
| <u>}</u> | | (MSDS); Green Products Co.; Dept. of Transportation Inspection; Fire Dept file | |
| | | (inspections/correspondence/results); Hazmat classification guide & code definitions; SCS Engineering (info. | |
| | | about tanks); Certificates of underground storage tank system testing; Masson Industries; The Henry Co.: | |
| | | Checks/payables in envelopes/not sent, 5 computer backup disks; (some documents withheld for privilege) | |
| | | Solitegrapha Agrico (it) est troubest to a courte of combator, prayable alones, decision as agricolar as the standard of the control of the standard of the control of the standard of the control of the | |
| 24 | Bankers | Safety Files (NPCA); Insurance; DTSC Payments; Employee Records (OSHA); Shell Chem. Safety Guide; S. | |
| | _ | Coast Air Qual. Mgmt. District; OSH Invoices; Small Claims Info; Citations Pending; Employee Insurance; | |
| | | Vision Service Plan ; Pacificare 1997 ; AFLAC 1997 ; TriWest Insurance Services 1997; (some documents | |
| | | withheld for privilege) | |
| 25 | File | Accounts Payable 1996 U-Z | |
| 26 | File | AIP Fir-Z 1997 (Invoices; packing slips); Employee Expense Acct. Reimbursement checks; (some documents | |
| } | | (withheld for privilege) | |
| 27 | File | Acct. Payables G-N 1999; John & James Locke Expense Acct. Records | |
| 28 | File | Dunn-Edwards Files #15-32 (1997): Invoices and Delivery Receipts | |
| 29 | File | 1996 Accounts Receivables/Invoices (Aug-Dec) | |
| 30 | File | 1997 Orchard Supply Hardware (OSH) files: Invoices; Truck Bills of Lading; Delivery Receipts | |
| 31 | File | 1997 Invoices (She-Uni): Invoices; Shippers Bills of Lading | |
| 32 | File | Inventory Reports; Production Reports; Stock Status Reports; Tag Variance Reports 10/92-12/96 | |
| 33 | File | Invoices/Accounts Receivable 1997 O thru Spectru, Claim forms for Damaged cases (some documents | |
| | | withheld for privilege) | |
| | | Twith teld for brivilege) | |
| | Fíle | | |
| 34 35 | File File | Invoices/Accounts Receivable 1997 Dunn thru F; Several invoices pulled due to DL# written on them Invoices/Accounts Receivable 1999 E thru G; Invoice with an attachment detailing a case that leaked; Several | |

| | | <u> </u> | | |
|------|------|---------------|---|----|
| | 36 | Bankers | Blue Folder (Arcosolv PTB Solvents); '96 Environmental Progress Reports; 4/95 Angeles v. Watson - forklift accident (pulled); 12/21/94 Accident - Guillermo Quintero & David Maytum 1/23/94 Accident - Truck 40 | |
| | | | 12/27/95 Accident - Rudy Mejřa Accident - Bortz v. Hyzone Corp. Accident # 94-0826 - Kadubec v. Paik; | |
| ŀ | | | Accident 93-0716 - Watts v. Chautuan ; 1992 Accident #92-0116: Richard Garcia ; 10/90 Accident: Truck v. | |
| | | | BMW ed); Accident 9/7/90 (pulled); Accident 2/22/92; Accident #91-0723: Ricardo Bonilla; Accident #93-0902 | |
| | | | - Temp v. Diane Jackson; AFLAC Insurance; American Driver Leasing driver proficiency forms; 1993 | |
| - | | | | : |
| | | | citations; 1994 citations (pulled); 1991 citations; 1991 citations; 1997 citations; Consumer Product Safety | |
| - - | | | Commision (pulled); Cosmetic Insurance Services (pulled); Crawford Liability Audit 1996 (pulled for employee | |
| ŀ | | | info); Cumbre Insurance Services; 1992 DHS Inspection; Dept. of Energy file; Dept of Health Services v. | |
| | | | Anchem; Dept of Transportation (DOT) Hazmat Cert. of Registration 1995-96; 5/3/96 DOT Inspection; 10/93 | |
| L | | · | DOT Inspection (pulled); DOHS: Hazardous Waste Disposal Manifest, DOT Safety Guides; 8/96 DOT Inspection | |
| | 37 | File | 1997 Accounts Receivable; Cash Receipts | |
| | 38 | File | 1999 Accounts Payable S-Z; System Transport (some items pulled for DL#'s); TIG Insurance Co. Transtaff | |
| Ŀ | | <u> </u> | TriWest Insurance UPS Truck Leasing (some documents withheld for privilege) | |
| ī | 39 | Bankers | Samson Files (3/95; 2/95; 1/95; 12/94; 11/94; 10/94; 9/94; 8/94; 7/94); '98 Fed. Corp. Income Tax Return | |
| | - | | 1999 Stock Evaluation; '99 Comerica Statements; '99 Petro America Invoices; '98 Kern Oil & Refining | |
| | | | payables; '96 Home Depot Invoices; '96 Business Property Statements from the county; '97 Bank of Whittier | |
| | | - - - | statements | |
| | 40 | Bankers | 96-'98 Monthly Reconciled Check Register ledgers; '98 Accounts Payable Ledger; Binder: Shell BlendPro | |
| | | - | Software 4.0 User Guide & Disks; '98 Sprinkler piping blueprint/site plan by Allan Automatic Sprinkler Corp.; | |
| | | : | Brochure for Crandall Filling Equipment; 3M Data Tape labeled "Batch ISSA B.T. NEW"; Copy of '97 Angeles | j. |
| | | | articles of incorporation; '97 Dun & Bradstreet Business Information Report of Angeles Chem.; 5 videotapes | - |
| | | | ("The Wercs": MSDS Module training videos), approx. 15 data backup tapes; IBM computer docs | |
| F | 41 | Bankers | 1998 and 1999 Orchard Supply Hardware Invoices & Bills of Lading | |
| | 42 | Bankers | 1999 Comerica Bank Statements; CA Air Resources Board file; South Coast Air Quality Management District | |
| Ì | | | file; misc. scientific files | |
| | 43 | Bankers | Health & Welfare Agency info re: prop 65; stock ownership plan F&D company - insurance emissions report | |
| | | | SFS Fire Docs, SFS Police relations; Safety Net Driver Inspection Spill Report Air Qual. Mgmt. District | - |
| - | 1 | | (SCAQMD) Info & Permits; SCAQMD notices to comply; SCAQMD board mtg.; SCS Engineers waste disposal | |
| | | | Liberty Mutual Insurance Soil & Ground Water Investigation Dept. of Health Services State Compensation | |
| | | | Insurance Fund ACORD Cert. of Insurance Loss Control Status Reports; VERLAN Fire Insur. HSE Audit 93 | |
| | | | Workers Comp Insur. Zenith Insur. safety mtg. roster/training info; Transtaff temps Union Carbide; UPS info | |
| ſ | | | (some documents withheld for privilege) | |
| 1 | 44 | Bankers | Contains legal docs for cases from '96 to '01 (some documents withheld for privilege) | |
| H | 45 | Bankers | 1998-1999 Pink Invoices & Received Checks | |
| _ | . 40 | Daimers | Table 1996 1 and articles & Moselfed Circuit | |

| 46 | Bankers | 1999 Accounts Payable U-Z: USI Insurance Union Carbide Corp. (pulled for DL#'s); UPS Truck Leasing (some pulled for DL#'s); US Container Corp; US Can Co., Viking Freight Sys.; Vecta Transport; Vulcan Chem.; Vortex; Vision Service Plan (pulled for SSN's); WH Ellis; Wells Fargo Statements; Waste Management; Xerox; Xtra Lease; Yellow Freight Systems |
|-----|---------|--|
| 47. | Bankers | 82 Connecticut General correspondence; 78 CG Money Market & Income Fund; '80-'82 Acquisitions; '90 NACD Balance Sheets; '91 Construction Proposals; ' '91 Joint Venture Agreement between Samson & Angeles; '92 Joint Venture Agreement between Angeles & Certified Coatings; '91 Balance Sheet; '90 Acct. Report; Balance Sheet; Income Statement; '92 Balance Sheet & Income Statement; '86 Acct. Report; '88-89 Balance Sheet (some documents withheld for privilege) |
| 48 | Bankers | 96 payroll log sheets: '94 CHP cargo tank registration; CHP Hazmat transport licenses; CHP information bulletins; CHP vehicle inspection reports; '95-96 Chemical Diversion & Trafficking Act info; '96 Chemtrec correspondence; State of CA v. Angeles/Espinoza OSHA Injury & Illness Prevention Program; CAL/OSHA MSDS; Cal. EPA Chemical Gross Index; Cal EPA info, Boutell v. Angeles: '95 Bortz v. Golden Eagle Insurance '94 Baxter v. Angeles: Bay Area Air Quality Management District Rules & Regulations; As You Sow v. Anchem '96 (some documents withheld for privilege) |
| 49 | Bankers | 2000 Payables P-S: Principal Life Insurance Rite Way Staffing Rollins Leasing (pulled for DL#s); Rhino Container; Rieke Corp.; Ring Can Corp.; Plastic Ind.'s; RXI Plastics; SCS Engineers, Shell Chem. Co.; So. Cal. Edison; S. Coast AQMD; Staffmark System Transport (pulled for DL#s); Preferred Personnel |
| 50 | Bankers | Contents of John Locke's office (box #3): Altorney docs ESOPs Bortz products info; distributor agreements; misc. correspondence; Los Angeles Chemical Co. Asset Purchase Agreement 2000 correspondence w/ creditors; 4/95 & 4/94 Financial Statements; 2000 ESOP; 2000 Sales Projections; photocopies of Cash Flow & Balance statements; '99-00 insurance docs '98 underground storage tank closure plans Communities For A Better Environment vs. Anchem Legal docs RE: site closure '00 Fire dept correspondence '01 People v. John Locke El Monte Warehouse contract '99; 2001 Anchem/Los Angeles Chem. Co. Sales Agreement & Escrow Docs 'Environ' docs re: site remediation due to co. sale (some documents withheld for privilege) |
| 51 | Bankers | Accounting Reports; Financial Statements & Corporate Income Tax Returns from 1989 to 1998; '99 Employe Time Cards & Payroll Worksheets W-2's & 1099's from '88 to '95 Phone Bills; Yellow Page Advertising; 96/97 legal '96 ESOP' |
| 52 | Bankers | 2000 Invoices/Accounts Receivable |
| 53 | Bankers | 1971 Articles of Incorporation; Loan Docs; Underground Storage Tank (UST) Cleanup Fund packets (91-94); '96 property appraisal; '98 plant construction docs Masson Industries file re: 99-00 plant construction (some documents withheld for privilege) |

Index of Boxes

| 54 | Bankers | Blue Binder: Employee Compensation Report Ledgers: '99 & '00 Accts Receivable; '00 Aged Open Item | |
|------------|----------|--|-------------|
| | 1 | Balances; '98 Sales Tax Adjustment; '98 1099's White Binder: 1998 Insurance Carriers '97; '98; & '99 | |
| | ŀ | State/Fed Tax Docs; photocopies of misc. invoices; '96 Home Depot Invoices; '01 Corp. Income Tax Return | |
| 1 | | State & Fed. (some documents withheld for privilege) | |
| 55 | Bankers | Blue Binders: Balance Sheets from the 90's; '93 Accounting Reports; 2 big black binders: Employee Payroll | |
| | 1 | files from Automatic Data Processing Inc. '95-96 Stallion Tank Lines (STL) Tax Returns; '94 STL Bank | |
| } | } | Statements, '91 Saramco/STL Agreements; '96 STL Assets (some documents withheld for privilege) | |
| 56 | Bankers | 98 Accounts Receivables/Invoices; '93 L& B Joint Venture Bank Statements; '96 L & B Mortgage; '89-'93 L&B | 2 |
| | | Cash Disbursements; '95 L&B Finances; '96 Commissions; L & B Joint Venture check book | |
| 57 | Bankers | 94 VISTA site assessment plus report <from abandoned="" database="" epa's="" hazardous<="" of="" td="" the="" uncontrolled=""><td></td></from> | |
| | | waste sites near co.'s property; 2000 Dept. of Toxic Substances Control docs re: remediation of former | Ş |
| 1 | .] | McKesson facility 1992 HLA report re: McKesson facility Old Rolodex; 1998 pink copies of checks; 1999; | |
| | 4 | 2000 large ledger of phone calls, misc. '99 faxes: primarily MSDS sheet requests; Webec.com received | |
| | ب بندنا | documents '00; phone rolodex (some documents withheld for privilege) | أبعد |
| 58 | Bankers | Payables 1999 & 2000; Matheson Fast Freight Headway Corp. Staffing Fred Haines & Co.; Mountain Valley | |
| | | Express; Petro America; Powerlift Corp.; Masson Industries spill containment (some documents withheld for | |
| | | privilege) | <u> </u> |
| 59 | Bankers | 2000 Payables D-I, Dept of Toxic Substances Control Elite Personnel Services Environmental Claims | |
| | | Administrators Headway Corp. Staffing | |
| 60 | Bankers | 1/21/00 Inspection by Dept. of Toxic Substances Control 11/99 Fire Dept inspection report Storage Tank | |
| <u>}</u> : | | Closure Requirements Fire Dept correspondence 98-00 '98 map of contaminant concentrations on Anchem | |
| - | | property TriWest Insurance Services Invoices USI Insurance docs '96 9/97 Greve/Ramirez v. Bortz '98 | |
| ŀ | Į | McMillan v. Anchem '95 Coatings Resources v. Samson '92 & '96 DBA filings; Consumer Product Labels; '96 | .] |
| | | DOT v. Anchem '95 DOT Inspection '95 Greve v. Anchem Innosoft software contract and correspondence | |
| | | (some documents withheld for privilege) | |
| 61 | Bankers | 1999 Pink Invoices and Checks | |
| 62 | Bankers | Invoices 1999 P-S; Preferred Employment; Principal Insurance; Staffmark; (some documents withheld for | |
| | B incode | privilege) Brochures from Coatings Industry Services Inc., As You Know/Prop 65 Legal docs '96 Fire Insurance '96 | |
| 63 | Bankers | Misc. Interoffice Memos & Faxes; '97 Ohio Warehouse file; '94 Fire Prevention Plan; Anchem/Bortz | .} |
| 1. | - | Letterhead; '94 Sales Commissions; Employee Stock Ownership Plan Deductible Recoveries (some | |
| | į. | Idocuments withheld for privilege) | |
| 64 | Bankers | 2000 Accounts Receivables; misc. '00 Bills of Lading; Orige v. Bortz. '94 attorney invoices misc; faxes for | |
| 04 | Dankers. | John Locke; including legal docs: Bortz Price Lists; '98 Onyx Corp. checks; 1/95 Employee File Employee | |
| - | ŀ | time sheets 1/23/96 Fire Material Safety Data Sheets (MSDS) | |
| | L | Tarricontotto (22000 tillo Material Sciency Base Special America) | السند |

| 65 | Bankers | Sales Forecasting; Fred Howard resume. Wells Fargo Interest '98; Executive tax Report Newsletters 1985-87; | |
|----|--|---|--|
| | | '82 & '83 plant hours - employees videos: solvents; coatings care; sales/marketing materials; acct. printouts | |
| | The state of the s | '82; Spill Report JGL 1992 1990 Material Safety Data Sheets (MSDS); '93 Unaudited balance sheets; '96 OSH | |
| | | EDI info; '85-'86 board mtg. minutes; People v. Angeles Chem. '01 IBM Lease; Sale of property in Santa Fe | |
| | | Springs '01 state of CA articles of incorporation '92; Mercury Insurance Lawrence C. Meyerson law office | |
| | | (some documents withheld for privilege) | |
| 66 | Bankers | 79 LA Sovent Co. balance sheets; 2 manilla envelopes (taxes from '75 & '79pulled); Ledger: '95 Anchem | |
| | ľ | products purchased by customer, misc. correspondence; job safety handbook; employee information updates | |
| | | (some documents withheld for privilege) | |
| 67 | File | 1999 Invoices A through Du (Dunn Edwards #14) | |
| 68 | File | 1997 Accounts Payable A-Fed; '97 State Board of Equalization file Burke Williams & Sorenson law firm file | |
| | | '97 Dept. of Toxic Substances file | |
| 69 | File | 1998 Invoices/Accounts Receivable (A-F) | |
| 70 | File | 1996 Invoices/Accounts Receivable (J-O) | |
| 71 | File | Orchard Supply Hardware (OSH) 1998 Invoices | |
| 72 | Bankers | Machine & Tool Manuals; Guides & Brochures; Westrux Vehicle Maintenance Agreements; Chempax file | |
| | · | (Chemical Manufacturing & Distribution Software); McNeil Security file; '87 Workers Comp. | |
| 73 | Bankers | ENTIRE BOX OF LEGAL CORRESPONDENCE WITHHELD ON PRIVILEGE | |
| 74 | Bankers | Security Checklists; Office Procedures; SCS Engineers UPS Truck Leasing (pulled for driver info); Material | |
| - | - | Safety Data Sheets (MSDS), Misc. Invoices; Lease Accept. Corp. Shell Chem. Co. Software agreement; | |
| - | | Deductible invoice 401Ks CHP Report Customer List; Motor Insurance (some documents withheld for | |
| - | | privilege) | |
| 75 | File | 1997 Dunn Edwards Corp. Invoices (files #33 to #59) | |
| 76 | File | 1997 Accounts Payable/Invoices N-S; Pacificare Preferred Personnel Principal Mutual Insurance (pulled; | |
| | | Schuyler attorney (some documents withheld for privilege) | |
| 77 | File | 1999 Accounts Receivables G-L | |
| 78 | Bankers | 1979 Southern Pacific Transportation Company freight bills and correspondence; 1975 Penta Pacific | |
| 1 | ; | Properties docs re: purchase of Sorenson site; 1974 London Guarantee & Accident Co of New York 1982 | |
|] | | Corrosion Technology Inc. underground tank report 1994 legal docs re: land purchase 1994 legal docs re: | |
| | | Prop 65 violation Folder: articles of incorporation; industrial lease; '84 board mtg. minutes: '94 legal | |
| | | correspondence '93 Rohrbach v. Angeles (some documents withheld for privilege) | |

| | | | , |
|----|---------|---|--------------|
| 79 | Bankers | TriWest Insurance '94 MSDS for Lacquer Thinner 666B; Consumer Product Labels; '93 Air Liquide file re: | |
| - | | Easement project '75 legal docs re: easement '91 underground storage tank regulations '95 Merkitch v. | |
| 1 | ŀ | Bolster Flooring '96 MSDS requests; '93 auto insurance '91 MultiChem case Nat'l Paint & Coatings Assoc. | f |
| | | guides/bulletins; distribution permits; tank permits drum filling procedures. Public Utilities Commission | : |
| 1 | | correspondence re: Liability Isurance DMV tanker inspections. Rohrbach v. Angeles '91. Injury prevention | } |
| 1 | | guides; emergency response plans/procedures: USI Insurance '94 FRA v. Angeles (some documents |]. |
| 1 | J | withheld for privilege) | |
| 80 | Bankers | 1999 Payables/Invoices C-H; Headway Corp. Staffing HealthFirst Med. Group Gold Shield Distributors, | |
| | 1 | Employee reimbursements/advances Dept. of Toxic Substances Control DMV Renewals; Crescent Truck | ļ |
| ļ. | | Lines, Cypress Chemical Company (some documents withheld for privilege) | |
| 81 | Bankers | Misc. 2000 Account Payables/Invoices; Crescent Truck Lines; Rollins Leasing Corp.; Fred Haines | |
| | | Transportation; Shell Chemical Co.; S.C. Edison; System Transport, Gabriel Container Co.; Target Express; | |
| | | Matheson Fast Freight, Office Depot, Staffmark, Tandem Labor, Vulcan Chemicals, Headway Staffing | |
| | - - | HealthFirst Preferred Personnel US Can Co.; Apex Drum Co., Dept of Toxic Substances Control and others. | |
| 1 | į. | (some documents withheld for privilege) | . |
| 82 | Bankers | Employee Stock Ownership Plans, Stock Eval's. Pulled for privilege | |
| 83 | Bankers | 2000 Payables/Invoices S-T; The Right Man Tandem/Outsource Inti Union Carbide (pulled for Driver's | |
| | | License Numbers); UPS; US Can Co.; USI Insurance US Container Co.; Universal Lift Gate; USF Bestway; | |
| - | | Vortex; Viking Freight Sys., Vision Service Plan Vulcan Chemicals, Westrux Intl.; WH Ellis; Waste | |
| | | Management; Wells Fargo; Westran Rentals Xtra Lease; hand-written insurance acct ledgers | |
| 84 | File | 1996 Dunn Edwards Account Receivables (4/96 to 8/96); Yellow Invoices & White Bills of Lading | |
| 85 | File | 1999 Misc. Accounts Receivable T-Z | |
| 86 | File | 1998 Dunn Edwards Invoices (Account Receivables files #18-38) | |
| 87 | File | 1996 Accounts Receivables/Invoices E-I; pulled several files for DL#'s | |
| 88 | File | 1997 Cash Receipts (Pinks) Jan-July | |
| 89 | File | 1997 Accounts Receivable G-H; several items pulled for driver's license number | |
| 90 | File | 1997 Accounts Receivable A-D; several items pulled for driver's license number | |
| 91 | File | 1997 Accounts Receivable H-P; several items pulled for driver's license number | |
| 92 | File | 1996 Accounts Receivable 0-Q | |
| 93 | File | Orchard Supply Hardware Accounts Receivable/Invoices 1998 | 1.2 |
| 94 | File | 1999 Acounts Receivable/ Home Depot-Miracle Sealants, Commercial Credit Application with Social Security | |
| | | Numbers various items pulled for Driver's License Numbers. (some documents withheld for privilege) | f |
| 95 | File | 1996 Orchard Supply Hardware AR/Invoices; Accounts Receivable from some misc. other companies; several | |
| | | items pulled for DL#'s | |

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| 96 | File | 1999 Accounts Payable O-S; Pacific Resource Recovery file Pacificare of California file Pro Transportation Invoice with Traffic Citation. Price Costco Renewal with personal info. PDQ Rentals file for Driver's License Numbers. Petty Cash File. Principal Mutual Insurance file. Preferred Employment file. Accounts Payable to Roberts Automotive with personal address. Letter to Department of social services. Rob R. Schuyler, PC file. Underground Storage Tank plans. (2) Select Personnel Invoice. (some documents withheld for privilege) | |
|------|--------|---|--------------|
| | | | · |
| 97 | File | 1996 Accounts Receivable D-E; several items pulled for DL#s | |
| 98 | File | 1997 Orchard Supply Hardware (OSH) Invoices/Receivables files 0-180 | |
| 99 | File | 1996 Samson Chemical Company Green Invoices (Accounts Payable) Jan-Dec. | |
| 100 | File | 1996 Accounts Receivable A-H; S-V; various items pulled for DL#'s | |
| 101 | File | 1996 Bortz/Sinclair. Accounts Receivable for Sinclair paint. Several items pulled for DL#'s. | |
| 102 | File | 1999 Accounts Payable A-F; AFLAC Alonzo Younger expense report ESOP Benefit Systems Inc. State Board of Equalization Burke; Williams & Sorrenson attorneys Chemcentral (pulled for DL#'s); Cananwill Inc. insurance Candi Hutton expense report Donald Smith expense report Dept. of Toxic Substances Control (some documents withheld for privilege) | • |
| 1.03 | Banker | Misc. Invoices/Accounts Receivable 1999; Pacificare Documents Several invoices pulled with employee info on them | |
| 104 | Banker | Misc. Invoices/Accounts Receivable 1999; Staffmark invoices UPS truck leasing paperwork with DL# Computer info could not understand (some documents withheld for privilege) | |
| 105 | Banker | Misc. Invoices/Accounts Receivable General Motors Van Nuys 1984; Misc. Invoices for Onyx Corp. 1997; Fireman's Insurance Fund EPA Registrations/codes of Federal Regulations; Angeles vs Occidental Suit 1989 Camarillo vs Chemtech Suit 1991 thru 1993 Angeles vs Bortz Suit 1993 Rieger vs Angeles Chemical 1993 Paradise vs Specialty Coatings and Angeles Chemical 1991 (some documents withheld for privilege) | |
| 106 | Banker | Orchard Invoices/Accounts Receivable 1999 Nothing Pulled | - |
| 107 | Banker | Misc. Invoices/Accounts Receivable 1999 Oct. thru Dec.; IRS tax information Invoices/Accounts Receivable to several attorneys Insurance information from Pacificare USI of Sothern California Insurance Services Inc. and Zenith Insurance Invoices/Accounts Receivable from Staffmark EDD Headway (some documents withheld for privilege) | |
| 108 | File | 1997 Orchard Supply Hardware (OSH) Invoices/Receivables | |
| 109 | File | 1998 Production Reports/Batch Slips/Delivery Receipts; Silkscreening Production Reports (some documents withheld for privilege) | |
| 110 | File | 1997 Accounts Receivable/Invoices A-G; several items pulled for DL#'s | |
| 111 | File | 1997 Batch Reports, Silk Screening Production Reports. | |
| 112 | File: | 1996 Accounts Receivable/Invoices Q-S; many items pulled for DL#'s | |
| 113 | File | 1997 Accounts Receivable/Invoices; pulled multiple items for Driver's License Numbers | |
| 114 | File | 1997 Accounts Receivable (Green Copies) 4 File Folders March-June | |

| 115 | File | 1998 Miscellaneous A - Evr-Gard, Evr-Gard Coatings Invoice with damaged/leaking containers; Multiple items pulled for Driver's License Numbers | |
|-----|---------|--|---------------------------------------|
| 116 | File | 1997 Accounts Receivable/Invoices S-Z; several items pulled for DL#'s | |
| 117 | File | 1996 Accounts payable. Crown employment agency. Colonial pacific leasing. Burke, Williams, and Scrensen. City of Santa Fe Springs. Law offices of Beres, Charton, and Rovenger. Apex Drug, Co. Benefit Systems. ARC Chemical Division. AFLAC. (some documents withheld for privilege). | |
| 118 | | Thick Green Invoice Ledgers 1997 | |
| 119 | File | Misc. Files: Bad Debts folder. Files for several temp. labor agencies. Auto leasing contracts/agreements; Employee insurance enrollment forms. Provident Mutual Insurance. '89 Fire Dept correspondence. Donations from the 70's & 80's; EDD, auto insurance ID cards. LA County tax docs. L.A. Solvent Company acquisition.'82 Legal documents for several cases. NACD bulletins; Nat'l. Paint & Coatings Association; SCS Engineers (some documents withheld for privilege). | |
| 120 | File | 1998 MSDS; Accounts Receivable Bortz-Sinclair #472-1565; Sinclair Paints Invoice for Leaking Paint Thinner Note Multiple items for Driver's License Numbers | |
| 121 | File | 1997 Accounts Payable V-Z; Check to Vincent Salazar Vision Service Plan file Check to Whittier Municipal Court for Citation W.H. Ellis file XTRA Help file (some documents withheld for privilege) | |
| 122 | File | Thick Green Invoice Ledgers/Binders from 1997 (misc. companies) | |
| 123 | File | Accounts Receivable. Pulled various items for Driver's License Numbers. | |
| 124 | File | 1997 Accounts Receivable/ R-Sin; Multiple items pulled for DL#'s | |
| 125 | File | Accounts Receivable/Invoices 1996 A-S; several items pulled for DL#'s | |
| 126 | File | Orchard Supply Hardware (OSH) Invoices 1998 | |
| 127 | Bankers | 1981 Documents and Brochures inluding: general stock plans; company income reports; retirement plans; company objectives. Arnold H. Hoffman documents on storage tanks and EPA guidelines. Some personal and vacation plans also mixed in. | |
| 128 | Bankers | 1997 McMillan v. Angeles '97 Golden Eagle v. Angeles South Coast AQMD docs/correspondence; Fixed Roof Tank Calculation Worksheets; ESOP docs | |
| 129 | File | 1998 Accounts Receivable, Orchard Supply Hardware. | · · · · · · · · · · · · · · · · · · · |
| 130 | File | 1996 General Journal Voucher entries; '97 gasoline logs; Workers Compensation reports handwritten accounting spreadsheets; employee time sheets invoices from various temp agencies '99 sales agent commissions to be paid (some documents withheld for privilege) | |
| 131 | File | 1996 Payables; Independent Temporary Personnel Pacificare Principal Mutual | |
| 132 | File | 1998 Payables V-Z; Vision Service Plan WGI Solutions - temps XTRA Help time sheets & invoices (some documents withheld for privilege) | |
| 133 | Bankers | 96 Onyx Batch Slips; '96 Production Reports; Quality Control Reports; '96 Silkscreening Production Reports; '96 Inventory Status & Activity Reports | |
| 134 | Bankers | 2000 Sales Agent Profit Reports | |
| 135 | File | 1999 Dunn Edwards Invoices files #15-32; some items pulled for Driver's License Numbers | |

| 136 | File | 1999 Dunn Edwards Invoices files #33-59; some items pulled for Driver's License Numbers | 1.5 |
|----------|---------------|---|--|
| 137 | File | Material Safety Data Sheets (MSDS) for Bortz & Shell Chemical | |
| 138 | Bankers | Orchard Supply Hardware Invoices 2000 #560-890; 2000 Crescent Truck Lines invoices | · · · · · · · · · · · · · · · · · · · |
| 139 | Bankers | Bill Ellis's Stuff 2 of 2/ MSDS and Product Data Sheets; Letter from Shell Chemical Company, 1989 County of | |
| | | L.A. Public Works Storage Tank Information (some documents withheld for privilege) | |
| 140 | Banker | Master Invoices/Accounts Receivable for Bortz 2000 Book #2; Invoices/Accounts Receivable 1999; Master | |
| | | Book of Employee Info | <u>}</u> |
| 141 | Banker | Invoices/Accounts Receivable for Bortz 1999 Books 1 and 2 | |
| 142 | File | L and B Expenses 1993 and 1994; Invoices/Accounts Receivable Sampson Chemical 1991; Stone vs Angeles | |
| | 1 | Chemical 1990 General Journal Voucher Forms 1993 thru 1995 | |
| 143 | Banker | Payable Files J thru P 2000; Invoice for Court Reporting Services 2000 along with Preston and Cowan L L.P. | |
| | | (some documents withheld for privilege) | |
| 144 | Banker | Master Invoices/Accounts Receivable 1999 | |
| 145 | Banker | Profit Reports/Inventory Reports/Tag Variance Reports 1996; Misc. Inventory 1996 nothing pulled | |
| 146 | Banker | Stone vs Varn Products 1990 Angeles vs Oynx Corp 1999 Hurst Graphics vs Angeles Chemical 1990 | |
| .]. | | Occidental vs Angeles Chemical 1999 Socco Western Suit 1999 Firemans Fund Info Correspondence | • [. |
| 1 | <u> </u> | between Onyx and Bortz (some documents withheld for privilege) | <u> </u> |
| 147 | Banker | Misc. Invoices 2000; Elite, Rite Way, Preferred Personnel Staffing invoices (some documents withheld for | |
| 1 | e estados con | privilege) | |
| 148 | Banker | Invoices/Accounts Receivable pinks only 1998 nothing pulled | |
| 149 | Banker | Payable Files A thru L 2000; pulled files with employee info on them | <u>. </u> |
| 150 | File | Invoices/Accounts Receivable Dunn Edwards 1999 nothing pulled | |
| 151 | Bankers | Product Testing Info/ Legal Correspondence- (Enitre box withheld for privilege) | |
| 152 | Bankers | 2000 Accounts Receivable; Tractor Rental with personal information Multiple temporary help service invoices | |
| 1 | l: | pulled; Preston & Cowan LLP Presbyterian International Hospital Mihaly; Schuyler & Mitchell (pulled 5); | . 4 |
| <u>{</u> | | Principal Financial Group SCS Engineers Correspondence City of Santa Fe Springs HQ Fire Station | |
| · | | | |
| 153 | Bankers | 1987-1988 Bill Ellis's Stuff 1of 2; MSDS and Storage Tank Information; Product Storage Tank Testing Info | |
| . : | | Underground Storage Tank Testing Products and Underground Storage of Hazardous Materials Guidelines; | - |
| | | October 1984 (some documents withheld for privilege) | |
| 154 | File | Material Safety Data Sheets | |
| 155 | File | 1999 Sales Orders S-W/ Accounts Receivable; Multiple items pulled for Driver's License Numbers (some | ŀ |
| | | documents withheld for privilege) | |
| 156 | File | 1999 Accounts Receivable; Multiple items pulled for Driver's License Numbers | |
| 157 | Bankers | 2000 Accounts Receivable/ Orchard Supply Hardware # 560-890 | |

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| 158 | Bankers | 1993 Production Reports & Batch Slips; 1993 Inventory Reports; 1993 Reichhold Chemicals Certificates of Analysis; 1993 TAG Variance Reports; '89; '91; '92 & '93 Material Safety Data Sheets (MSDS) | |
|-----|---------------|---|--------|
| | | Alianysta, 1999 (Med Religition (reports), 99, 91, 92 at 30 initiating participation (Medica) | |
| 159 | Bankers | 1996 Inventory/ Data Sheets | |
| 160 | | 1999 Invoices/Accounts Receivable (some items pulled for Driver's License Numbers) (some documents withheld for privilege) | |
| 161 | File | Invoices/Accounts Receivable F-H 1999; many items pulled for Driver's License Numbers (some documents withheld for privilege) | |
| 162 | File | ENTIRE BOX PULLED: ADP Ledgers/Binders with payroll from years 1995-97 | |
| 163 | File: | 1998 Invoices/Accounts Receivable for Dunn Edwards files 3-17; some items pulled for Driver's License Numbers (some documents withheld for privilege) | |
| 164 | File | 1996 Home Depot Invoices, 1996 Dunn Edwards Invoices, Pacific Bell Bills, (items pulled for Driver's License Numbers (some documents withheld for privilege) | · · |
| 165 | File | 1996 Payables R-T; Staff Control Inc. The Blackmoor Group insurance. The Right Man. US Life Insurance. Co TIG Insurance. Translaff Mgmt. Services. | |
| 166 | File | Material Safety Data Sheets (MSDS) | |
| 167 | File | 7 ADP (Automatic Data Processing) Payroll Ledgers for years 1997-99 BOX WITHHELD FOR PRIVILEGE | |
| 168 | File | Invoices/Accounts Receivables ICI Delux Paint 1999; some items pulled for Driver's License Numbers (some documents withheld for privilege) | |
| 169 | Bankers | 93 EDD docs '92 Audit, '91 Sales Taxes, '95 ADP Payroll '90s property taxes, Robert Trudeau's commissions Samson Chem. Co. financial docs 1995 (some documents withheld for privilege) | |
| 170 | Printer Paper | ENTIRE BOX PULLED: 2000 Employee Time Cards; ADP Payroll Worksheets; W-4's; employee information | |
| 171 | File | 1998 Bortz green invoices copies in thick binders/ledgers | - |
| 172 | File | 1998 Dunn Edwards Invoices/Accounts Receivables; some items pulled for Driver's License Numbers (some documents withheld for privilege) | |
| 173 | File | 1997 Silkscreening Production Reports; 1997 Batch Reports; 1997 Bottle/Can Sleeving Reports | |
| 174 | File | 1999 Accounts Receivables/Invoices M-P; several items pulled for Driver's License Numbers (some documents withheld for privilege) (some documents withheld for privilege) | } |
| 175 | Flat Box | 1997/96 1st Bank packets with returned paychecks (pulled entire box for employee info) | |
| 176 | File | 1996/1997 Quality Control Reports; 1997 Silkscreening Production Reports; 1996 Batch Reports | |
| 177 | File | 1997 Orchard Supply Hardware Invoices files 190-400 | |
| 178 | File | 1996 Accounts Receivable I-Z (several items pulled for Driver's License Numbers) (some documents withheld for privilege) | i. |
| 179 | File | 1997/1998 Orchard Supply Hardware Invoices | |

| 1.2.2. | 1 | | |
|--------|--------------------|---|-------------|
| 180 | Bankers | 2000 Invoices; System Transport (some pulled for Driver's License Numbers); Quick Service Distributors; | .f. |
| ļ | | Rollins Leasing (some pulled for Driver's License Numbers); UPS Truck Leasing (Driver's License Numbers); | |
| | | Shell Chemical Co. (some documents withheld for privilege) | <u>.</u> . |
| 181 | Brown Box | 1998 Inventory Reports; Inventory Count Worksheets; '98 TAG Variance Reports | ļ |
| 182 | Brown Box | 1998 TAG Variance Reports; Inventory Reports; Daily Tank Stickings; Inv. Count Worksheets | <u> </u> |
| 183 | Brown Box | 3 binders for "Scripsit" software; 6 DAT tapes; computer diskettes | |
| 184 | Brown Box | 96 TAG Variance Reports; Inventory Count Worksheets | |
| 185 | Flat Box | 1996 1st Business Bank Statements & returned checks | |
| 186 | Bankers | 1998 Bottle/Can Labeling Reports; '98 Sleeving Reports; '98 Ashland Chem. Co. Invoices; Batch Reports & | |
| | | Contracts/Bills of Lading | |
| 187 | Flat Box | 1995 1st Business Bank Statements & returned checks | |
| 188 | Bankers | Shell Solvent Files; Certificates of Analysis | |
| 189 | Brown Box | 1998 Quality Control Reports, '98 Silkscreening Production Reports; '98 Ashland Chemical Co. Contracts & | |
| | | Batch Reports | |
| 190 | Brown Box | 1998 Inventory Reports, Batch Inquiries, Inventory Count Worksheets, Daily Tank Stickings | |
| 191 | Brown Box | Entire box full of Bortz flyers entitled "Using Solvents & Sundry Chemicals" | |
| 192 | Bankers | tax returns/stock reports from the 70's; '85 Packaging Cost Analysis; '81-82 ESOP '89 Financial Reports; | |
| | | Employee Benefit Statements Connecticut Gen. Insurance Co. Cigna Money Market acct. 79-86 developed | |
| | | camera file; photos of chemists at work (some documents withheld for privilege) | |
| 193 | Bankers | 2000 Comerica Bank Reports of Accounts Receivable; '98 Comerica Loan; '94 Legal/Attorney docs '99 payroll | |
| | | edits '97 Invoices/Accounts Receivable for Onyx Corp.; '90-91 tank testing docs (some documents withheld | |
| | : | (for privilege) | ļ. |
| 194 | Bankers | 1996 Production Reports; TAG Variance Reports & Inventory Reports | |
| 195 | Brown Box | 1996 TAG Variance Reports; Batch Reports; Bills of Lading; Silkscreening Production Reports; Labeling | |
| | | Reports; '96 Inventory Activity Reports; Inventory Count Worksheets | |
| 196 | Bankers | 3 thick ledgers: 2000 Bortz Invoices/Accounts Receivable Green copies | |
| 197 | Brown Box | 1998 Inventory Count Worksheets; 1998 TAG Variance Reports | |
| 198 | Brown Box | 1996 Batch Slips, Daily Tank Stickings, Production Reports, TAG Variance Reports | |
| 199 | Brown Box | 1996 Batch Slips; Daily Tank Stickings; Production Reports; TAG Variance Reports | |
| 200 | Brown Box | 1997 TAG Variance Reports; Inventory Reports; 1996 Inventory Activity Reports | |
| 201 | File | 1998 Accounts Receivable G-Z; some items pulled for Driver's License Numbers (some documents withheld | |
| | | for privilege) | |
| 202 | File | Ledgers with green copies of Bortz invoices from 1997 | |
| 203 | Fíle | 1997-99 Accounts Receivable/Invoices, some items pulled for Driver's License Numbers (some documents | |
| | | withheid for privilege) | |
| 204 | Flat Box | 1999/2000 Comerica Returned Checks | |
| 205 | Flat Box | 1999 Comerica Returned Checks; 1998 1st Business Bank returned checks | , |
| | v Trutanich Michal | | |

| 206 | File | 1996 AR/Invoices Jan-July (photocopies of checks to Anchem with Pink copies of invoices). | |
|------------|-----------|--|-----------------|
| 207 | File | 5 thick ledgers/binders with Bortz green copies of Invoices/Accounts Receivable from 1996 | |
| 208 | Flat Box | 1997/98 1st Business Bank Returned checks. (note: did not review individual checks) | |
| 209 | File | 1998 ledger with Bortz green copies of invoices | |
| 210 | Brown Box | 1994 Production Reports; Silkscreening reports, batch reports; production schedule sheets; stock/inventory reports; TAG Variance reports | |
| 0.4.4. | 1 000 000 | 2000 Inventory Valuation Report | |
| 211 | Ledger | Month-To-Date Sales Journal 12/96 to 12/98 | |
| 212 | Ledger | Aged Open Item Trial Balance As Of 5/11/96 By Reference Date | |
| 213 | Ledger | Inventory Valuation Report As Of 1/31/99 Based On Average Costing | |
| 214 | Ledger | | |
| 215 | Ledger | 1997 Cash Receipts/AR Transactions | 1. 4. July 1991 |
| 216 | Ledger | 1998 Inventory Reports | |
| 217 | Ledger | 1997 Inventory Reports | |
| 218 | Ledger | 11/97 Inventory Reports | |
| 219 | Ledger | 5/96 to 4/97 Inventory Reports | |
| 220 | Ledger | 1996 Container File Listings | |
| 221 | Ledger | 1996 Cash Receipts; Sales Journal, AR Entries | |
| 222 | Bankers | Misc files; Material Safety Data Sheets (MSDS), 1996 South Coast AQMD correspondence; Workers Compinfor employee attendance records employee applications injury prevention docs (some documents withheld for privilege) | ····· |
| 223 | Bankers | Misc files/docs; voice mail/phone brochures; newsletters; misc correspondence; 1996 evaluations of stock; UPC codes; bar code docs/brochures; drug policies; 6/86 Board Meeting minutes; (some documents withheld for privilege) | |
| 224 | Ledger | 1999 Inventory Reports | |
| 225 | Ledger | 1992 Payroll (some documents withheld for privilege) | |
| 226 | Ledger | 1996 General Ledger (accounting; inventory; assets) | |
| 227 | Ledger | 1993 Payroll (some documents withheld for privilege) | |
| 228 | Ledger | 1998/99 Accounts Payable | |
| 229 | File | Invoices/Accounts Receivable Bortz A thru D 1996 | |
| 230 | File | Invoices/Accounts Receivable A thru Misc. and F thru Gold Shield 1999 nothing pulled | |
| 231 | File | Invoices/Accounts Receivable and Sales Orders; ICI 1996 thru 1998; Misc. Invoices/Accounts Receivable 1999 | |
| 232 | File | Material Safety Data Sheets (MSDS) For Sampson Chemical | |
| 233 | Bankers | Material Safety Data Sheets (MSDS), '92 Certificates of Analysis | |
| | Ledger | 2000 Inventory Valuation Reports | |
| 234 1 | | | |
| 234 235 | Ledger | Inventory Reports & Mixing Reports from 3/95 to 4/96 | |

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| 237 | Ledger | Inventory Activity Reports for 2/96 to 4/96 | T |
|-----|--------|---|-----|
| 238 | Ledger | 1996 Sales Agen Profit Reports May to November | |
| 239 | Ledger | 1999 Inventory Activity Reports | |
| 240 | Ledger | 1999 Inventory Valuation Reports | |
| 241 | Ledger | 1999 Accounts Payable | |
| 242 | Ledger | 1996 Inventory Activity Reports | |
| 243 | Ledger | 1996 Inventory Valuation Reports | |
| 244 | Ledger | 1996 Accounts Payable G/L Account Details | |
| 245 | Ledger | 1996 Monthly Container Activity Reports | |
| 246 | Ledger | 1999 Inventory Valuation Reports | |
| 247 | Ledger | Accounts Receivable Invoices 2000 Green Copies | |
| 248 | Ledger | 1998 Inventory Valuations (10/98) | |
| 249 | Ledger | Stock Transaction Reports 11/96 to 4/97; Inventory Valuation Reports 12/95 to 4/97; New Customer Reports 5/95 to 4/97 | |
| 250 | Ledger | Accounts Payable 5/97 to 4/98 | |
| 251 | Ledger | Cash Accounts Receivable 1996 to 4/30/97 | |
| 252 | Ledger | 1996/1997 Sales Reports | |
| 253 | Ledger | 1996 Container File Listings (10/96 to 12/96) | |
| 254 | Ledger | Sales Agent Profit Reports 6/99 to 11/99 | |
| 255 | Ledger | 8/97 Reports (Sales, Container File Listings, Inventory Activity Reports) | |
| 256 | Ledger | 1998 Inventory Valuation Reports, Container File Listings, Inventory Activity Reports | |
| 257 | Ledger | 12/98 Inventory Valuation Reports, Stock Transaction Reports, Container File Listings | .,, |
| 258 | Ledger | 2/99 Inventory Valuation Reports, Inventory Activity Reports, TAG Variance Reports, Container File Listings | |
| 259 | Ledger | 7/98 Reports (Inventory, Sales, Container File Listings, Inventory Activity Reports) | |
| 260 | Ledger | 4/99 Reports (Inventory/Sales) | |
| 261 | Ledger | 2/00 Reports (Inventory/Sales) | |
| 262 | Ledger | 5/99 to 9/99 Cash Receipts & Aging Reports: | |
| 263 | Ledger | 8/98 Reports (Inventory/Sales) | |
| 264 | Ledger | 5/96 to 10/96 Inventory Reports | |
| 265 | Ledger | 3/99 Reports (Inventory/Sales) | |
| 266 | Ledger | 9/00 Reports (Inventory/Sales) | |
| 267 | Ledger | 1996 Accounts Payable | |
| 268 | Ledger | 1996 Sales Agent Profit Reports | |
| 269 | Ledger | 7/97 Reports (Inventory/Sales) | |
| 270 | Ledger | Sales Agent Profit Reports 12/97 to 4/98 | |
| 271 | Ledger | 9/97 Reports (Inventory/Sales) | |

| Ledger | 1/98 Reports (Inventory/Sales) | |
|--------|---|---|
| Ledger | | |
| Ledger | 11/98 Reports (Inventory/Sales) | |
| Ledger | 1998 Sales Agent Profit Reports | |
| Ledger | 1996/1997 Sales Tax Reports | 1 |
| Ledger | 08/00 Reports (Inventory/Sales) | |
| Ledger | 5/98 Reports (Inventory/Sales) | |
| Ledger | 1998 Cash Receipts, Accounts Receivable, Aging Reports | |
| Ledger | 4/96 to 4/97 TAG Variance Reports | |
| Ledger | 9/99 Reports (Inventory/Sales) | |
| Ledger | 1997 Sales Agent Profit Reports | |
| Ledger | 11/97 to 4/98 Cash Receipts, Accounts Receivable, Aging Reports | |
| Ledger | 1998 Accounts Payable | |
| Ledger | 3/97 to 4/97 Container File Reports | |
| Ledger | 1998 Cash Receipts, Accounts Receivable, Aging Reports | 1 |
| Ledger | 10/97 Reports (Inventory/Sales) | |
| Ledger | 9/99 Reports (Inventory/Sales) | |
| Ledger | 3/98 Reports (Inventory/Sales) | |
| Ledger | 11/96 to 2/97 Reports (Inventory/Sales) | 1 |
| Ledger | 2/98 Reports (Inventory/Sales) | |
| Ledger | 4/98 Reports (Inventory/Sales) | |
| Ledger | | |
| Ledger | | |
| Ledger | 1996 Cash Receipts, Accounts Receivable, Aging Reports | |
| Ledger | 1996 Accounts Payable Reports | |
| Ledger | 5/96 to 4/97 Accounts Receivable, Aging Reports | 1. |
| Ledger | 3/95 to 12/96 Stock Transaction Reports | 1 |
| Ledger | 12/99 Reports (Inventory/Sales) | |
| Ledger | 01/00 Reports (Inventory/Sales) | |
| Ledger | 5/99 Reports (Inventory/Sales) | |
| Ledger | 7/97 Reports (Inventory/Sales) | |
| Ledger | 3/96 to 5/96 Monthly Container Reports | |
| Ledger | 11/96 to 2/97 Container File/Activity Reports | |
| Ledger | 1998 Sales Agent Profit Reports | |
| Ledger | 7/94 to 3/96 Inventory Activity Reports | |
| Ledger | 1996 Inventory Reports | |
| Ledger | 2/97 to 4/97 Inventory Activity Reports | |
| | Ledger | Ledger 1998 Sales Agent Profit Reports Ledger 1998 Reports (inventory/Sales) Ledger 1998 Sales Agent Profit Reports Ledger 1998 Sales Agent Profit Reports Ledger 1998 Cash Receipts, Accounts Receivable, Aging Reports Ledger 1997 Sales Agent Profit Reports Ledger 1997 Sales Agent Profit Reports Ledger 1998 Accounts Payable Ledger 1998 Accounts Payable Ledger 1998 Accounts Payable Ledger 1998 Cash Receipts, Accounts Receivable, Aging Reports Ledger 1999 Reports (Inventory/Sales) Ledger 11/96 to 2/97 Reports (Inventory/Sales) Ledger 2/98 Reports (Inventory/Sales) Ledger 2/98 Reports (Inventory/Sales) Ledger 2/98 Reports (Inventory/Sales) Ledger 1998 Cash Receipts, Accounts Receivable, Aging Reports Ledger 1996 Cash Receipts, Arcounts Receivable, Aging Reports Ledger 1996 Cash Receipts, Arcounts Receivable, Aging Reports Ledger 1996 Cash Receipts, Arcounts Receivable, Aging Reports Ledger 1996 Cash Receipts, Accounts Receivable, Aging Reports Ledger 1998 Cash Receipts, Arcounts Receivable, Aging Reports Ledger 1998 Cash Receipts, Arcounts Receivable, Aging Reports Ledger 1998 Cash Agent Profit Reports Ledger 1998 Sales Agent Profit Reports Ledger 1998 Sales Agent Profit Reports Ledger 1998 Cash Agent Profit Reports Ledger 1998 Sales Agent Profit Reports |

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| 309 | Ledger | 3/00 Reports (Inventory/Sales) |
|-----|-----------|--|
| 310 | Ledger | 6/00 Reports (Inventory/Sales) |
| 311 | Brown Box | DAT Tapes & CD backup disks |
| 312 | Brown Box | 1996 Aging Reports, TAG Variance Reports |
| 313 | Brown Box | 1996 Bottle Can Sleeving Reports, Inventory Worksheets, Production Reports |
| 314 | Brown Box | 1996 Inventory Reports |
| 315 | Brown Box | 1996 Inventory Reports & Inventory Count Worksheets |
| 316 | Sm. White | Material Safety Data Sheets (MSDS) |
| 317 | Bankers | 1992 Bortz Accounts Receivable, Material Safety Data Sheets (MSDS), Trade Magazines & Newspapers |
| 318 | Brown Box | 9/96 Inventory Reports |
| 319 | Brown Box | 1997 Inventory Reports |



Angeles Chemical Company, Insurance Policies

Updated: June 19, 2002

| TAB | CARRIERS | POLICY NUMBER | POLICY DATES | EVIDENCE |
|-----|---------------------------------------|-------------------|--------------------------|-------------|
| 1. | Fireman's Fund | LC 2648139 | 01-01-1978 to 01-01-1979 | X |
| 2 | Fireman's Fund | LA 2679396 | 01-01-1979 to 01-01-1982 | X |
| 3 | Fireman's Fund | LA 3100753 | 01-01-1982 to 01-01-1985 | X |
| 4 | Fireman's Fund | 2 49 MXX 80004633 | 01-01-1984 to 01-01-1987 | X |
| 5 | Fireman's Fund | 2 49 MXC 5504656 | 01-01-1985 to 01-01-1986 | X |
| 6 | Fireman's Fund | 2 49 MXC 80006534 | 01-01-1986 to 01-01-1987 | Х |
| .7. | Fireman's Fund | 2 49 MXX 80204558 | 01-01-1987 to 01-01-1988 | X |
| . 8 | Fireman's Fund | 2 49 MXC 80041274 | 01-01-1987 to 01-01-1988 | X |
| 9 | Fireman's Fund | 2 49 MXC 80096818 | 01-01-1988 to 01-01-1989 | Х |
| 10 | Fireman's Fund | 2 49 MXX 80272151 | 01-01-1988 to 01-01-1989 | Х |
| 11 | Great American Surplus Lines Ins. Co | 8 CU 0 00 40 | 03-18-1978 to 01-01-1979 | X |
| 12 | Great American Surplus Lines Ins. Co | 9 CU 0 06 61 | 01-01-1979 to 01-01-1980 | Х |
| 13: | Great American Surplus Lines Ins. Co. | 0 CU 0 06 61 | 01-01-1980 to 01-01-1981 | X |
| 14 | Great American Surplus Lines Ins. Co | 0 CU 0 00 40 | 01-01-1980 to 01-01-1981 | unavailable |
| 15 | Great American Surplus Lines Ins. Co | 1 CU 0 21 74 | 01-01-1981 to 01-01-1982 | X |
| 16 | Great American Surplus Lines Ins. Co. | 2 CU 0:30:09 | 01-01-1982 to 01-01-1983 | X |
| 17 | Hanover Insurance | ? | 01-01-1987 to 12-31-1998 | unavailable |
| 18 | Hanover Insurance | LHZ5019793-01 | 01-01-1998 to 01-01-1999 | unavailable |
| 18 | Hanover Insurance | ADZ50119794-01 | 01-01-1998 to 01-01-1999 | unavailable |
| 18 | Hanover Insurance | ZO41174903 | 01-01-1998 to 01-01-1999 | unavailable |
| 18 | Hanover Insurance | MOO1306/3 | 01-01-1998 to 01-01-1999 | unavailable |
| 19 | Hanover Insurance | ZHZ5587651 | 01-01-1999 to 01-01-2000 | X |
| 20. | Härbor Insurance Company | HI 211566 | 01-01-1985 to 01-01-1986 | X |
| 21 | North Star Reinsurance Corporation | NSX-19951 | 06-02-1980 to 01-01-1981 | X |
| 22 | Planet Insurance Company | NG1259217-89 | ý. | unavailable |
| 23 | Planet Insurance Company | NG1677832 | 2. | unavailable |
| 23 | Planet Insurance Company | NGD167783201 | ? | unavailable |
| 23 | Planet Insurance Company | NGD167783202 | 01-01-1992 to 01-01-1993 | unavailable |
| 23 | Twin City Fire Insurance Company | TXU 106103 | 01-01-1983 to 01-01-1984 | Х |
| 24 | Western Employer's Insurance | UL 10-0184-05667 | 01-01-1984 to 01-01-1985 | X |
| 25 | Western Employer's Insurance | UL 10-0185-05667 | 01-01-1985 to 01-01-1986 | X |



PROOF OF SERVICE 2 STATE OF CALIFORNIA 3 COUNTY OF LOS ANGELES I, Denise Smith, am employed in the City of San Pedro, Los Angeles County, California. I 5 am over the age eighteen (18) years and am not a party to the within action. My business address is 407 North Harbor Boulevard, San Pedro, California 90731. On June 20, 2002, I served the foregoing document(s) described as ANGELES CHEMICAL COMPANY, INC., AND GREVE FINANCIAL SERVICES INC.'S FRCP RULE 26 AND LOCAL RULE 6 INITIAL DISCLOSURES, on the interested parties in this 8 action by placing [] the original 9 [X] a true and correct copy thereof enclosed in sealed envelope(s) addressed as follows: 10 MICHAEL ROMEY, Esq. LATHAM & WATKINS 633 West Fifth Street, Suite 4000 12 Los Angeles, California 90071-2007 13 ISTANLEY ZINNER, Esq. 202 Mamaroneck Avemue White Plains, New York 10601 15 (BY MAIL) As follows: I am "readily familiar" with the firm's practice of collection and 16 processing correspondence for mailing. Under the practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at San Pedro, California, 17 in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date is more than one day after date of deposit for 18 mailing an affidavit. Executed on June 20, 2002, at San Pedro, California. 19 20 (PERSONAL SERVICE) I caused such envelope to delivered by hand to the offices of the addressee. 21 Executed on at San Pedro, California. 22 I declare under penalty of perjury under the laws of the State of California that (STATE) 23 the foregoing is true and correct. 24 (FEDERAL) I declare that I am employed in the office of the member of the bar of this of this court at whose direction the service was made. 25 26 27 28

SUPERIOR COURT OF THE STATE OF CALIFORNIA COUNTY OF LOS ANGELES

FERNAL PROPERTIES, INC., a) CASE NO. BC476657 California corporation,

Plaintiff,

vs.

ANGELES CHEMICAL CO., INC., a) California corporation; JOHN G. LOCKE, an individual; PEARL) ROSENTHAL, an individual; ROBERT O. BERG, an individual,) DONNA M. BERG, an individual,) and DOES 1 through 20, inclusive,

Defendants.

AND ALL RELATED CROSS-ACTIONS.)

DEPOSITION OF : JOHN LOCKE,

ANGELES CHEMICAL COMPANY PMQ

MARK D. PLEVIN, ESQUIRE9:44 a.m.599 S. Barranca Avenue TAKEN BY

Commencing

Location

Covina, California 91723

Day, Date : Wednesday, March 9, 2016
Reported by : Dominica M. Hotchkiss,

C.S.R. No. 12805

Pursuant to : Notice
Original to : BRET A. STONE, ESQUIRE

Pages 1 - 172

Job No. 18782

| 1 | indicated | , which is April 30, 2010? | 11:49:55 |
|----|------------|--|----------|
| 2 | , A | That's what it says. I can't recall the day and | 11:49:57 |
| 3 | the hour, | but that's it says I signed them on those dates. | 11:50:00 |
| 4 | Q | Is that your handwriting with the dates? | 11:50:03 |
| 5 | A | No. | 11:50:05 |
| 6 | Q | It's somebody else's handwriting with the dates? | 11:50:06 |
| 7 | А | Yes. | 11:50:11 |
| 8 | Q | But you signed that's your signature? | 11:50:14 |
| 9 | A | Yes yeah. | 11:50:16 |
| 10 | Q | Are you familiar with Robert Berg's signature? | 11:50:17 |
| 11 | Would you | be able to identify it if you saw it? | 11:50:19 |
| 12 | A | I don't believe I could, no. | 11:50:22 |
| 13 | Q | Okay. Do you recall | 11:50:26 |
| 14 | A | If you would show it to me, I would take a look at | 11:50:30 |
| 15 | it to see | | 11:50:33 |
| 16 | Q | Well, if you can go to the next page, which is also | 11:50:34 |
| 17 | labeled p | age 33, the first signature in the upper right looks | 11:50:38 |
| 18 | to me lik | e Robert O. Berg. | 11:50:41 |
| 19 | A | Yeah. That's | 11:50:44 |
| 20 | Q | Can you identify that as his signature? | 11:50:48 |
| 21 | A | I no. I can't identify it as such, but it looks | 11:50:50 |
| 22 | like to m | e like it would be right. | 11:50:55 |
| 23 | Q | Okay. Now, do you recall that in or about April of | 11:50:58 |
| 24 | 2010 Ange | les entered into a settlement agreement with the | 11:51:05 |
| 25 | parties l | isted on the first page of this document, Exhibit 7? | 11:51:10 |
| | | 74 | |
| | | , - | |

| 1 | А | This is Document 8? | | 11:51:18 |
|----|-----------|--|----------|----------|
| 2 | . Q | No, still on 7. | | 11:51:20 |
| 3 | А | Repeat the question. | | 11:51:23 |
| 4 | Q | Do you recall that Angeles in or about April of | | 11:51:24 |
| 5 | 2010 ente | red into a settlement agreement with the parties | | 11:51:27 |
| 6 | listed on | the first page of Exhibit 7? | | 11:51:30 |
| 7 | А | I recall that this was a settlement. I can't | | 11:51:41 |
| 8 | recall th | e exact date. | | 11:51:45 |
| 9 | Q | Was this a settlement that memorialized an | | 11:51:46 |
| 10 | agreement | that was reached in front of Judge Percy? | | 11:51:50 |
| 11 | А | I believe so, yes. | | 11:51:53 |
| 12 | Q | Okay. If you could look at Exhibit 8, please, ar | nd | 11:51:54 |
| 13 | I would l | ike to direct your attention to page 4. Are you | on | 11:52:02 |
| 14 | page 4? | | | 11:52:16 |
| 15 | А | I'm on page 6. | | 11:52:17 |
| 16 | | MR. STONE: Well, it's a different page 4 | | 11:52:18 |
| 17 | (indicati | ng). | | 11:52:25 |
| 18 | | THE WITNESS: Well, this is page 4. | | 11:52:32 |
| 19 | | MR. STONE: Well, there are several page 4s. | | 11:52:34 |
| 20 | | THE WITNESS: There's several page 4s. | | 11:52:38 |
| 21 | | MR. STONE: Yes. He wants the one with your | | 11:52:40 |
| 22 | signature | . I'm guessing. | | 11:52:42 |
| 23 | | THE WITNESS: How ridiculous. Yes, sir. I see | | 11:52:43 |
| 24 | those | those signatures. | | 11:52:45 |
| 25 | Q | BY MR. PLEVIN: And, just for the record, you see | <u> </u> | 11:52:47 |
| | | | 75 | |
| | | | , , | |

| 1 | in the lower right-hand corner there's a number that ends in | 11:52:48 |
|----|--|----------|
| 2 | 982, the very | 11:52:51 |
| 3 | A The lower right-hand corner? Oh, yes. | 11:52:53 |
| 4 | Q Okay. And there are three signatures on that page? | 11:52:56 |
| 5 | A There are. | 11:52:58 |
| 6 | Q Are each of those your signature? | 11:52:59 |
| 7 | A Yes. They are. | 11:53:01 |
| 8 | Q And do you remember that there was a reason why | 11:53:02 |
| 9 | the the agreement that was Exhibit No. 7 needed to be | 11:53:05 |
| 10 | corrected? | 11:53:11 |
| 11 | A No. | 11:53:11 |
| 12 | Q Okay. As pursuant to this settlement Angeles | 11:53:19 |
| 13 | was withdrawn. Pursuant to this settlement, the three | 11:53:24 |
| 14 | insurance companies that are identified there, which are | 11:53:30 |
| 15 | Charter Oak, Twin City and American Empire, paid agreed to | 11:53:33 |
| 16 | pay money. Do you recall that? | 11:53:38 |
| 17 | A Do I recall the particular insurance companies? | 11:53:40 |
| 18 | Q Do you recall that those particular insurance | 11:53:43 |
| 19 | companies agreed to pay money pursuant to that agreement? | 11:53:45 |
| 20 | A Well, I recall several people standing up in front | 11:53:54 |
| 21 | of Judge Percy saying, this is what the agreement is, and, | 11:54:01 |
| 22 | quite frankly, I don't recall whether it was Charter or Twin | 11:54:04 |
| 23 | "Cities" or this specific they were carriers I had. I | 11:54:08 |
| 24 | knew that. | 11:54:14 |
| 25 | Q Do you recall whether the carriers listed on the | 11:54:15 |
| | | |

| 1 | first pag | e of Exhibit 7 actually did pay any money pursuant | 11:54:18 |
|----|-----------|--|----------|
| 2 | to this a | greement? | 11:54:21 |
| 3 | A | I didn't see a check, but I assume presume they | 11:54:24 |
| 4 | did or th | ey would have heard from us. | 11:54:28 |
| 5 | Q | And you did not Angeles did not file a breach of | 11:54:30 |
| 6 | contract | claim against any of those insurers regarding the | 11:54:33 |
| 7 | settlemen | t agreement that you're aware of? | 11:54:37 |
| 8 | A | If we filed a breach of contract that they had not | 11:54:40 |
| 9 | done what | they had said they were going to do? Is that the | 11:54:46 |
| 10 | question? | | 11:54:46 |
| 11 | Q | Yes. That's the question. | 11:54:46 |
| 12 | А | Not to my knowledge. | 11:54:47 |
| 13 | Q | Okay. If you could, did I think you said | 11:54:50 |
| 14 | Angeles d | id not receive a check that you're aware of for this | 11:55:29 |
| 15 | money. | | 11:55:31 |
| 16 | А | Angeles did not receive? | 11:55:32 |
| 17 | Q | I asked you before whether those insurance | 11:55:34 |
| 18 | companies | paid money to Angeles | 11:55:37 |
| 19 | А | Yes. | 11:55:38 |
| 20 | Q | and your response was you don't recall getting a | 11:55:40 |
| 21 | check. | | 11:55:44 |
| 22 | А | I didn't get any personal checks from them, no. | 11:55:45 |
| 23 | Q | Did Angeles get checks? | 11:55:47 |
| 24 | А | I don't recall how the distribution of that was | 11:55:56 |
| 25 | handled. | It was basically counsel, I think, that directed | 11:56:01 |
| | | 77 | |
| | | / / | |

| 1 | most of that. I don't recall seeing any individual checks in | 11:56:09 |
|----|--|----------|
| 2 | the thing. It was (inaudible). | 11:56:14 |
| 3 | THE COURT REPORTER: Repeat that, please. | 11:56:24 |
| 4 | THE WITNESS: I'm sorry? | 11:56:26 |
| 5 | THE COURT REPORTER: Repeat the last part of your | 11:56:28 |
| 6 | sentence, please. | 11:56:28 |
| 7 | THE WITNESS: I don't recall seeing individual | 11:56:30 |
| 8 | checks for this particular settlement. It was a summary type | 11:56:31 |
| 9 | of thing. But if you're asking did I see these checks | 11:56:37 |
| 10 | individually at all, I can't say I did. | 11:56:45 |
| 11 | Q BY MR. PLEVIN: Do you know whether money was | 11:56:57 |
| 12 | received by Angeles pursuant to that settlement agreement? | 11:56:58 |
| 13 | A Angeles received money, yes. | 11:57:01 |
| 14 | Q Okay. Do you know what Angeles did with that | 11:57:03 |
| 15 | money? | 11:57:08 |
| 16 | A I would have to go to my accountant and see how it | 11:57:17 |
| 17 | was disbursed. I know that a big chunk of it went to an | 11:57:19 |
| 18 | insurance to income tax. | 11:57:24 |
| 19 | Q Approximately how much? | 11:57:26 |
| 20 | A 400,000. | 11:57:27 |
| 21 | MR. MACHA: I'm sorry, Mark, just to be clear, | 11:57:29 |
| 22 | you're talking about this one particular settlement or | 11:57:32 |
| 23 | generally? | 11:57:36 |
| 24 | MR. PLEVIN: Well, I was asking about this | 11:57:36 |
| 25 | particular settlement. | 11:57:38 |
| | | |

| 1 | MR. CROSE: I didn't hear. A big chunk went to | 11:57:47 |
|----|--|----------|
| 2 | taxes? | 11:57:51 |
| 3 | MR. MACHA: (Indicating.) | 11:58:01 |
| 4 | MR. PLEVIN: This is 9. | 11:58:02 |
| 5 | (Exhibit No. 9 was marked.) | 11:58:04 |
| 6 | MR. PLEVIN: While Mr. Locke looks at Exhibit 9 I | 11:58:04 |
| 7 | will identify it as a document entitled "Settlement | 11:58:07 |
| 8 | Agreement." It does not have any Bates numbers but it has a | 11:58:10 |
| 9 | legend at the top. | 11:58:14 |
| 10 | THE WITNESS: It has my signature. Is that what | 11:58:16 |
| 11 | you want? | 11:58:18 |
| 12 | MR. PLEVIN: I'll get to it. | 11:58:19 |
| 13 | MR. STONE: Wait for him to ask you. | 11:58:20 |
| 14 | THE WITNESS: Okay. | 11:58:21 |
| 15 | MR. PLEVIN: It has a legend at the top applied by | 11:58:22 |
| 16 | the Federal Court CM/ECF system stating that it begins on | 11:58:25 |
| 17 | page 2 of 18 and ends on page 8 of 18 in case No. | 11:58:31 |
| 18 | 5:07-CV-01471-TJH-E. | 11:58:38 |
| 19 | Q BY MR. PLEVIN: And, Mr. Locke, I would ask you to | 11:58:46 |
| 20 | look at two pages, the one that starts at 7 of 18 on the top | 11:58:48 |
| 21 | and then 8 of 18 at the top. | 11:59:00 |
| 22 | A Okay. | 11:59:07 |
| 23 | Q Starting with 7 of 18, which I think is the page | 11:59:08 |
| 24 | before the one you're looking at | 11:59:14 |
| 25 | A That's 6. | 11:59:17 |
| | | |

| 1 | | MR. STONE: He's looking at this number up here. | 11:59:19 |
|----|-----------|---|----------|
| 2 | | THE WITNESS: Oh. I see. So that's the pages. | 11:59:21 |
| 3 | All right | • | 11:59:23 |
| 4 | Q | BY MR. PLEVIN: Looking at page 7 of 18, sir | 11:59:25 |
| 5 | A | Yes. | 11:59:27 |
| 6 | Q | can you tell me whether that is your | 11:59:27 |
| 7 | signature | | 11:59:29 |
| 8 | A | Yes. | 11:59:29 |
| 9 | Q | on the bottom of the page? | 11:59:29 |
| 10 | A | Yes. It is. That's my signature. | 11:59:30 |
| 11 | Q | Okay. And then flipping the page to the next page, | 11:59:32 |
| 12 | 8 of 18. | | 11:59:35 |
| 13 | A | Yes. Those are my signatures. | 11:59:36 |
| 14 | Q | There are two signatures there, correct? | 11:59:38 |
| 15 | A | Yes. | 11:59:40 |
| 16 | Q | One for you and one for the estate of Janyce Locke? | 11:59:40 |
| 17 | A | Yes. | 11:59:44 |
| 18 | Q | Is this another settlement agreement, sir, that was | 11:59:49 |
| 19 | written t | o memorialize the agreements reached before Judge | 11:59:53 |
| 20 | Percy on | the record in federal court? | 12:00:01 |
| 21 | A | I have no idea. I have no idea whether it was a | 12:00:03 |
| 22 | second | to me it was all part of the procedure. | 12:00:07 |
| 23 | Q | Sir, if you could look at page 5 of 18. So look at | 12:00:10 |
| 24 | the top a | nd find page 5 of 18, and I would ask you to read | 12:00:14 |
| 25 | paragraph | four and let me know when you're done. | 12:00:27 |
| | | 80 | |
| | | | 1 |

| 1 | А | Okay. | 12:01:12 |
|----|-----------|---|----------|
| 2 | , Q | Do you see, sir, that it says in the second | 12:01:12 |
| 3 | sentence | under paragraph four that McKesson will pay to | 12:01:15 |
| 4 | plaintiff | s \$4,550,000? | 12:01:19 |
| 5 | A | Yes. | 12:01:22 |
| 6 | Q | And, page one, if you go back to the beginning, | 12:01:27 |
| 7 | identifie | es the plaintiffs as Angeles Chemical Company, John | 12:01:31 |
| 8 | Locke, an | n individual, and Greve Financial Services; do you | 12:01:38 |
| 9 | see that? | | 12:01:40 |
| 10 | A | Okay. No. | 12:01:43 |
| 11 | Q | Right (indicating). | 12:01:45 |
| 12 | А | Okay. Yeah. I see it. | 12:01:47 |
| 13 | Q | And then going back to page paragraph four, the | 12:01:59 |
| 14 | first ser | ntence says, | 12:02:03 |
| 15 | | "Plaintiffs," | 12:02:04 |
| 16 | | which include Angeles and you individually, | 12:02:06 |
| 17 | | "Represent, warrant and promise that | 12:02:09 |
| 18 | | substantially all monies paid to them pursuant to | 12:02:12 |
| 19 | | this agreement will be used for the cleanup of | 12:02:15 |
| 20 | | hazardous material contamination on the Angeles | 12:02:18 |
| 21 | | site." | 12:02:21 |
| 22 | | Do you see that? | 12:02:22 |
| 23 | А | Yes. | 12:02:23 |
| 24 | Q | How much of the 4,550,000 that was paid under this | 12:02:23 |
| 25 | settlemen | at agreement went to Angeles? | 12:02:29 |
| | | 81 | |

| 1 | A | Did what? | | 12:02:31 |
|----|-----------|---|----|----------|
| 2 | . Q | How much of the 4,550,000 paid under this agreement | nt | 12:02:32 |
| 3 | went to A | ngeles? | | 12:02:37 |
| 4 | A | I would have to go to my accountant about that. | | 12:02:41 |
| 5 | I'm sorry | . I don't recall the amount. | | 12:02:44 |
| 6 | Q | Did some go to Angeles and some go to Greve? | | 12:02:46 |
| 7 | A | Yes. | | 12:02:49 |
| 8 | Q | And you don't know how much went | | 12:02:50 |
| 9 | A | No. I can't give you the figures. I would have | to | 12:02:52 |
| 10 | go to the | CPA to see how much was distributed. | | 12:02:55 |
| 11 | Q | Did Angeles spend any of the money it got under | | 12:02:59 |
| 12 | this agre | ement | | 12:03:02 |
| 13 | A | It had spent more than that. | | 12:03:04 |
| 14 | Q | Let me finish the question. Did Angeles spend an | У | 12:03:05 |
| 15 | of the mo | ney it received under this agreement on cleanup of | | 12:03:09 |
| 16 | hazardous | material at the site? | | 12:03:14 |
| 17 | A | I was told by counsel | | 12:03:17 |
| 18 | | MR. STONE: Hold on. You can't start a sentence | "I | 12:03:19 |
| 19 | was told | by counsel." I'm not going to let you answer it | | 12:03:22 |
| 20 | that way. | Can you answer it in a different way so you can | | 12:03:25 |
| 21 | say he | asked you was this money spent for environmental | | 12:03:28 |
| 22 | investiga | tion and cleanup. You can answer that "yes" or | | 12:03:36 |
| 23 | "no." | | | 12:03:38 |
| 24 | | THE WITNESS: I can I can't answer it because | I | 12:03:39 |
| 25 | don't kno | w how much it went for environmental investigation | | 12:03:43 |
| | | | 82 | |
| | | | J | |

| and | 12:03:46 |
|---|---|
| MR. STONE: Was the question how much or was the | 12:03:48 |
| question whether? Maybe I'll let Mr. Plevin ask it again. | 12:03:51 |
| But if you can frame it in a "yes" or "no" or if you can | 12:03:55 |
| answer it in a "yes" or "no." | 12:03:58 |
| THE WITNESS: I can't answer the question. I can't | 12:04:00 |
| answer the question. | 12:04:02 |
| MR. PLEVIN: Okay. | 12:04:04 |
| MR. STONE: I think you could try again, | 12:04:05 |
| Mr. Plevin. | 12:04:07 |
| Q BY MR. PLEVIN: All right. Did Angeles spend any | 12:04:08 |
| of the money that it received under this agreement on cleanup | 12:04:10 |
| of hazardous material at the site? | 12:04:13 |
| MR. STONE: Answer that question "yes" or "no" if | 12:04:16 |
| you can. | 12:04:19 |
| THE WITNESS: Did Angeles expend any of this money | 12:04:21 |
| that it received? | 12:04:23 |
| MR. STONE: On environmental investigation and | 12:04:24 |
| cleanup. | 12:04:25 |
| THE WITNESS: Did it take money out of that check? | 12:04:28 |
| Is that what you're saying? | 12:04:29 |
| MR. STONE: Well, I don't want to ask the questions | 12:04:32 |
| for Mr. Plevin. | 12:04:34 |
| THE WITNESS: Okay. You're my interpreter. That's | 12:04:37 |
| all. | 12:04:39 |
| 83 | |
| | MR. STONE: Was the question how much or was the question whether? Maybe I'll let Mr. Plevin ask it again. But if you can frame it in a "yes" or "no" or if you can answer it in a "yes" or "no." THE WITNESS: I can't answer the question. I can't answer the question. MR. PLEVIN: Okay. MR. STONE: I think you could try again, Mr. Plevin. Q BY MR. PLEVIN: All right. Did Angeles spend any of the money that it received under this agreement on cleanup of hazardous material at the site? MR. STONE: Answer that question "yes" or "no" if you can. THE WITNESS: Did Angeles expend any of this money that it received? MR. STONE: On environmental investigation and cleanup. THE WITNESS: Did it take money out of that check? Is that what you're saying? MR. STONE: Well, I don't want to ask the questions for Mr. Plevin. THE WITNESS: Okay. You're my interpreter. That's all. |

| 1 | | MR. STONE: Okay. Did you spend this money or was | 12:04:40 |
|----|------------|--|----------|
| 2 | any portio | on of this money spent on environmental | 12:04:42 |
| 3 | investigat | tion and cleanup, "yes" or "no"? | 12:04:46 |
| 4 | | THE WITNESS: Yes. | 12:04:50 |
| 5 | | MR. STONE: Okay. Next question. | 12:04:50 |
| 6 | Q | BY MR. PLEVIN: How much? | 12:04:52 |
| 7 | А | I can't answer that. That's what I'm trying to | 12:04:52 |
| 8 | tell you. | I have to refer to the accountant to find out what | 12:04:54 |
| 9 | was spend | on environmental. | 12:04:58 |
| 10 | Q | What accountant? | 12:05:00 |
| 11 | А | My CPA, Singer, Traynor & Scholefield. | 12:05:01 |
| 12 | Q | Is there a particular person there? | 12:05:05 |
| 13 | А | There might they have been my accountants since | 12:05:08 |
| 14 | the incept | tion of Angeles Chemical. | 12:05:11 |
| 15 | Q | And where are they located? | 12:05:13 |
| 16 | А | Commerce, California. | 12:05:14 |
| 17 | Q | And you said it was Singer | 12:05:15 |
| 18 | А | Traynor and Scholefield. | 12:05:17 |
| 19 | Q | How do you spell "Traynor"? | 12:05:20 |
| 20 | А | T-r-a-y-n-o-r. | 12:05:22 |
| 21 | Q | Okay. And they would have all of the records | 12:05:24 |
| 22 | regarding | what amounts of money | 12:05:27 |
| 23 | А | Yeah. | 12:05:30 |
| 24 | Q | Angeles spent | 12:05:30 |
| 25 | А | Well, they would have the monies that was sent to | 12:05:31 |
| | | 84 | 1 |

| 1 | us there was 4 million how it was disbursed. | 12:05:33 |
|----|---|----------|
| 2 | Q Okay. Sir, if I were to ask you how much money in | 12:05:37 |
| 3 | total Angeles has spent to address contamination at the site, | 12:05:42 |
| 4 | would you be able to answer that without checking with your | 12:05:47 |
| 5 | accountants? | 12:05:50 |
| 6 | A No. | 12:05:51 |
| 7 | Q Do you believe that | 12:05:51 |
| 8 | A I believe it would be in excess of \$4 million. | 12:05:52 |
| 9 | Q Right. But you don't know the number? | 12:05:55 |
| 10 | A No. | 12:05:57 |
| 11 | Q If I were to ask your accountants, do you think | 12:06:01 |
| 12 | they would be able to answer that question? | 12:06:03 |
| 13 | A I don't know. I'm trying to think of the | 12:06:06 |
| 14 | procedure. They would have to they would have to trace | 12:06:17 |
| 15 | the checks that went to various agencies for cleanup and give | 12:06:21 |
| 16 | you a summary of that. That's about the only way that I | 12:06:31 |
| 17 | think they could come up with it but | 12:06:35 |
| 18 | MR. STONE: Just but your estimate is that it's | 12:06:38 |
| 19 | more than \$4 million? | 12:06:40 |
| 20 | THE WITNESS: Absolutely. | 12:06:43 |
| 21 | Q BY MR. PLEVIN: And what is that estimate based on, | 12:06:45 |
| 22 | sir? | 12:06:47 |
| 23 | A Well, the distribution of these monies and where | 12:06:48 |
| 24 | they went. Mr. Kennedy got half of it, and it was for | 12:06:51 |
| 25 | cleanup. And he spent a great deal for cleanup, and I've | 12:06:58 |
| | | |

| 1 | spent a great deal for cleanup. So that's that's where | 12:07:02 |
|----|---|----------|
| 2 | I'm where my estimates I think that the listing of checks | 12:07:07 |
| 3 | day by day for cleanups since we've started this thing would | 12:07:15 |
| 4 | be more than that. | 12:07:21 |
| 5 | Q Okay. You said Mr. Kennedy got half of the money, | 12:07:22 |
| 6 | half of 4 million | 12:07:25 |
| 7 | A That's my recollection, yes. | 12:07:26 |
| 8 | Q Let me finish the question, sir, just so the | 12:07:28 |
| 9 | record's clear. | 12:07:31 |
| 10 | A I'm sorry. | 12:07:32 |
| 11 | Q You said that Mr. Kennedy got half of the | 12:07:32 |
| 12 | \$4,550,000? | 12:07:35 |
| 13 | A That's my recollection, yes. | 12:07:38 |
| 14 | Q And you and Angeles got the other half? | 12:07:39 |
| 15 | A Yes. | 12:07:41 |
| 16 | MR. PLEVIN: All right. I have no further | 12:08:01 |
| 17 | questions at this time. I harkening back to our colloquy | 12:08:02 |
| 18 | a few moments ago, I reserve the right to meet and confer | 12:08:09 |
| 19 | with you, Brett, and then possibly to file a motion regarding | 12:08:13 |
| 20 | the inadequacy of the witness to respond to the topics in the | 12:08:17 |
| 21 | PMQ notice. But I don't think I can do anything further | 12:08:27 |
| 22 | that's profitable today, and so I'll finish my questioning | 12:08:31 |
| 23 | today with that reservation and pass the witness. | 12:08:36 |
| 24 | And, Mr. Locke, thank you very much. | 12:08:39 |
| 25 | THE WITNESS: Thank you. | 12:08:41 |
| | | |

| 1 2 3 4 5 6 7 8 | Jeffery L. Caufield (SBN 166524) jeff@caufieldjames.com Kenneth E. James (SBN 173775) ken@caufieldjames.com CAUFIELD & JAMES, LLP 2851 Camino Del Rio South, Suite 410 San Diego, California 92108 Telephone: 619-325-0441 Facsimile: 619-325-0231 Attorneys for Plaintiffs, Greve Financial Services, Inc., Angeles Chemical Company, Inc., and John Locke | |
|--------------------------------------|--|--|
| 9 | UNITED STATES | DISTRICT COURT |
| 10 | FOR THE CENTRAL DIS | TRICT OF CALIFORNIA |
| 11 | | |
| 12 | ANGELES CHEMICAL COMPANY, | Case No: 01-10532 TJH (Ex) |
| 13 | INC., a California Corporation, GREVE FINANCIAL SERVICES INC., a | ANGELES CHEMICAL COMPANY, |
| 14 | California Corporation, and JOHN LOCKE, an individual, | ANGELES CHEMICAL COMPANY, INC., JOHN LOCKE, AND GREVE FINANCIAL SERVICES, INC.'S |
| 15 | Plaintiffs, | SUPPLEMENTAL FRCP RULE 26 DISCLOSURES |
| 16 | VS. | |
| 17 | MCKESSON CORPORATION, a | |
| 18 | California Corporation, et. al., | |
| 19 | Defendants. | |
| 20 | | • |
| 21 | Pursuant to Fed. Rule. Civ. Pro Rul | le 26(a)(1), Plaintiffs and Counter- |
| 22 | Defendants Angeles Chemical Company, | Inc., John Locke and Greve Financial |
| 23 | Services, Inc. (collectively "Angeles") su | bmit this Rule 26 supplementation of |
| 24 | disclosures to the opposing parties. | |
| 25 | Supplemental Disclosures: The fo | llowing are the supplemental disclosures |
| 26 | of Angeles. All documents and information | on contained herein have been informally |
| 27 | produced to McKesson prior to this suppl | ementation. |
| 28 | | |

SUPPLEMENTAL RULE 26 DISCLOSURES

Damages:

Angeles has previously provided McKesson with all documents and computations contained herein and related to its damages in this litigation. Angeles also continues to incur damages for cleanup and testing of contamination caused by McKesson on an ongoing basis and reserved the right to supplement the damages contained herein through trial. Notwithstanding the foregoing, Angeles and John Locke presently estimate that they have spent over \$1,914,457.13 in environmental costs related to investigation, testing and remediation on the property. The specific breakdown of total environmental costs incurred by Angeles and John Locke is attached hereto as Exhibit A. Angeles and John Locke further estimate that over 1,474,690.46 of the total environmental costs incurred are directly attributable to McKesson. The specific breakdown of environmental costs incurred by Angeles and John Locke and directly attributable to McKesson is attached hereto as Exhibit B. Greve Financial estimates that it has spent over \$1,005,063.82 in environmental costs related to investigation, testing and remediation on the property. The specific breakdown of environmental costs incurred by Greve is attached hereto as Exhibit C.

The foregoing is a supplemental disclosure pursuant to FRCP Rule 26(e)(1). Nothing in this disclosure should be construed as a waiver or admission by Angeles Chemical Company, Inc., John Locke or Greve Financial Services, Inc. of any of the claims asserted by each or counter-claims asserted by McKesson. To the extent additional evidence of damages is obtained, the parties will continue to supplement their initial disclosures.

23 DATED: March 13, 2009

Caufield & James, LLP

Jeffery Caufield, Esq. Attorney for Plaintiffs

T.

EXHIBIT A

Angeles v. McKesson Total Angeles Environmental Costs

| ANGELES | | | | |
|-------------------|-----------|-------------------------|------------|---|
| Bates | Invoice # | Category | Date | Amount (\$) |
| AN010466-7 | 237132 | Associated Labs | 6/12/2000 | 112.50 |
| 002012 | 2469 | Bill Ross Crane Service | 11/25/1981 | 14,000.00 |
| AN010486-88 | 0500-070 | BEII | 5/22/2000 | 6,000.00 |
| BEII-B00021245-6 | 1127 | BEII | 6/1/2000 | 2,500.00 |
| AN010483 | 0600-087 | BEII | 6/6/2000 | 7,080.00 |
| BEII-B00021311-2 | 1104 | BEII | 7/10/2000 | 250.00 |
| BEII-B00021309-10 | 1105 | BEII | 7/12/2000 | 3,200.00 |
| AN006755-7 | 59241 | BWS | 6/18/1999 | \$45.00 |
| AN010426-31 | 62185 | BWS | 11/12/1999 | \$6,586.20 |
| AN010444-5 | 62538 | BWS | 12/6/1999 | \$109.95 |
| AN010434-7 | 62543 | BWS | 12/6/1999 | \$4,138.60 |
| AN010422-7 | 63013 | BWS | 1/10/2000 | \$1,675.72 |
| AN010419-21 | 63997 | BWS | 3/9/2000 | \$567.61 |
| AN010438-9 | 64683 | BWS | 4/10/2000 | \$278.90 |
| AN010440-3 | 64689 | BWS | 4/10/2000 | \$1,156.98 |
| AN010417-8 | 65365 | BWS | 5/30/2000 | \$210.50 |
| AN010414-6 | 65370 | BWS | 5/30/2000 | \$1,515.75 |
| AN010410-3 | 65983 | BWS | 6/19/2000 | \$956.55 |
| AN010403 | 66925 | BWS | 7/21/2000 | \$5.35 |
| AN010407-8 | 66929 | BWS | 7/21/2000 | \$18.50 |
| AN010405-9 | 66926 | BWS | 7/21/2000 | \$86.50 |
| AN010399-402 | 67615 | BWS | 9/11/2000 | \$1,222.09 |
| AN01039S-8 | 68215 | BWS | 10/9/2000 | \$1,181.20 |
| DTSCANG012996 | 12680 | DTSC | 3/10/1994 | |
| DTSCANG012996 | B00096 | DTSC | 1/19/1995 | 2.000 A.O. 2.00 2.00 2.00 2.00 2.00 2.00 2.00 2 |
| DTSCANG012996 | B00229 | DTSC | 3/27/1995 | |
| DTSCANG012996 | B00347 | DTSC | 6/26/1995 | · · · · · · · · · · · · · · · · · · · |

Angeles v. McKesson Total Angeles Environmental Costs

| Bates | Invoice# | Category | Date | Amount (\$) |
|---------------------------|----------|----------|------------|-------------|
| DTSCANG012996 | C00076 | DTSC | 10/26/1995 | |
| DTSCANG012996 | C00302 | DTSC | 2/1/1996 | |
| DTSCANG012996 | C00435 | DTSC | 2/20/1996 | |
| DTSCANG012996 | C00612 | DTSC | 5/14/1996 | |
| DTSCANG012996 | 13530 | DTSC | 7/30/1997 | |
| DTSCANG012996 | E00315 | DTSC | 9/17/1997 | |
| DTSCANG012996 | E00433 | DTSC | 11/12/1997 | |
| DTSCANG012996 | E00718 | DTSC | 3/10/1998 | |
| DTSCANG012996 | E00923 | DTSC | 6/8/1998 | |
| DTSCANG012996 | F00045 | DTSC | 9/14/1998 | |
| DTSCANG012996 | F00319 | DTSC | 11/23/1998 | |
| DTSCANG012996 | F00561 | DTSC | 2/24/1999 | |
| DTSCANG012996 | F00847 | DTSC | 5/12/1999 | |
| DTSCANG012996 | G00093 | DTSC | 9/6/1999 | |
| DTSCANG012996 | G00333 | DTSC | 11/1/1999 | |
| DTSCANG012996 | G00699 | DTSC | 2/7/2000 | |
| DTSCANG012996 | G01050 | DTSC | 5/3/2000 | |
| DTSCANG012996 | H00281 | DTSC | 9/21/2000 | |
| DTSCANG012996 | G01050 | DTSC | 5/3/2000 | |
| DTSCANG012996 | H00281 | DTSC | 9/21/2000 | |
| DTSCANG012996 | H00436 | DTSC | 11/8/2000 | |
| DTSCANG012996 | H00825 | DTSC | 1/25/2001 | |
| DTSCANG012996 | H1174 | DTSC | 4/24/2001 | |
| DTSCANG012996 | 100070 | DTSC | 8/24/2001 | |
| DTSCANG012996 | 100460 | DTSC | 11/15/2001 | |
| DTSCANG012996 | 100907 | DTSC | 1/31/2002 | : |
| DTSCANG012996 | 101286 | DTSC | 5/1/2002 | |
| DTSCANG012996 | J00023 | DTSC | 8/29/2002 | |
| DTSCANG012996 | J00527 | DTSC | 11/6/2002 | |
| DTSCANG012996 | J00808 | DTSC | 2/4/2003 | |
| DTSCANG012996 | J01346 | DTSC | 4/28/2003 | |
| DTSCANG012996 | 05SM1626 | DTSC | 12/6/2005 | |
| DTSCANG012996; GREVE03576 | 05SM2354 | DTSC | 1/31/2006 | |

Angeles v. McKesson Total Angeles Environmental Costs

| Bates | Invoice # | Category | Date | Amount (\$) |
|---------------------------|-----------|-----------------------------|--------------------|-------------|
| DTSCANG012996; GREVE03576 | 06SM2720 | DTSC | 5/9/2006 | |
| DTSCANG012996; GREVE03576 | 06SM1550 | DTSC | 1/26/2007 | |
| DTSCANG012996; GREVE03576 | 06SM3054 | DTSC | 5/23/2007 | |
| AN016666-70 | 07SM2023 | DTSC | 11/5/2007 | |
| AN016666-70 | 07SM2971 | DTSC | 2/4/2008 | |
| AN016666-70 | 08SM0787 | DTSC | 9/10/2008 | |
| AN016666-70 | 08SM1438 | DTSC | 10/27/2008 | |
| DTSCANG012996 | Payments | DTSC | Through 12/6/2005 | 117,838.05 |
| GREV03576 | Balance | DTSC | Through 10/27/2008 | 354,276.24 |
| SCS5601 | 940407 | Dulin & Boynton | 1/31/1994 | 797.50 |
| AN007579 | 146686 | ENVIRON | 1/8/2001 | \$252.00 |
| AN007580 | 146687 | ENVIRON | 1/8/2001 | \$1,065.75 |
| AN007581 | 147472 | ENVIRON | 1/8/2001 | \$609.62 |
| AN007582 | 148113 | ENVIRON | 1/8/2001 | \$128.63 |
| ER0002 | 99-601 | EREMCO | 6/5/1999 | \$15,600.00 |
| . ER0003 | 98-1204 | EREMCO | 12/21/1998 | \$13,350.00 |
| ER0006 | 99-101 | EREMCO | 1/12/1999 | \$10,500.00 |
| ER0005 | 99-602 | EREMCO | 6/5/1999 | \$25,800.00 |
| ER0004 | 99-701 | EREMCO | 7/1/1999 | \$40,351.00 |
| 003298 | 4341 | H-F Drilling | 1/19/1990 | \$2,089.03 |
| 003300 | 4734 | H-F Drilling | 6/30/1990 | \$1,082.50 |
| 003299 | 4733 | H-F Drilling | 6/30/1990 | \$5,140.54 |
| 003301-3 | 7676 | H-F Drilling | 1/26/1994 | \$16,209.4 |
| AN006487 | 99-107 | Masson | 3/15/1999 | 13,336.96 |
| AN006578 | 98-115 | Masson | 4/12/1999 | 4,928.00 |
| AN006432 | 98-115-1 | Masson | 5/13/1999 | 5,477.9 |
| AN007573 | 13018 | Milhaly Schuyler & Mitchell | 3/9/2001 | 14,097.0 |

Angeles v. McKesson Total Angeles Environmental Costs

| Bates | Invoice # | Category | Date | Amount (\$) |
|---------------------|------------------|---------------------------|------------|-------------|
| AN007528 | N/A | Pacific Resource Recovery | 10/28/1998 | 1,800.00 |
| AN007571 | NA | SCHUYLER | 9/18/2000 | \$5,000.00 |
| AN007572 | NA | SCHUYLER | 1/4/2001 | \$6,000.00 |
| AN007573 | NA | SCHUYLER | 3/9/2001 | \$14,097.01 |
| AN005451 | 3006 | SCR | 4/20/1996 | 2,006.96 |
| AN005447 | 3012 | SCR | 5/17/1996 | 1,565.30 |
| AN010944 | 10679/185016.00 | SCS | 7/31/1989 | 145.00 |
| AN010952 | 11045/0185016.00 | SCS | 11/30/1989 | 362.95 |
| SCS5674 | 11285/0185016.01 | SCS | 1/31/1990 | 1,320.52 |
| 001360 | 185016.01 | SCS Lab | 2/7/1990 | 7,200.00 |
| SCS5672; SCR0022009 | 11379/0185016.01 | SCS | 2/28/1990 | 10,150.95 |
| 001359 | 185016.01 | SCS Lab | 4/19/1990 | 510.00 |
| SCS5671;SCR0022008 | 11594/0185016.01 | SCS | 4/30/1990 | 1,098.79 |
| SCS5670; SCR0022007 | 11786/0185016.01 | SCS | 6/30/1990 | 3,101.96 |
| 001358 | 185016.02 | SCS Lab | 7/10/1990 | 6,300.00 |
| 001357 | 185016.02 | SCS Lab | 7/12/1990 | 225.00 |
| SCS5669; SCR0022006 | 11921/0185016.01 | SCS | 7/31/1990 | 8,557.28 |
| AN010956 | 12120/0185016.01 | scs | 8/31/1990 | 930.85 |
| SCS5667; SCR0022004 | 12186/0185016.01 | SCS . | 9/30/1990 | 384.01 |
| SCS5666; SCR0022003 | 12296/0185016.01 | SCS | 10/31/1990 | 2,332.55 |
| SCS5673; SCR0022010 | 12675/0185016.01 | SCS | 1/31/1991 | 769.20 |
| SCS5665; SCR0022002 | 14062/0185016.01 | SCS | 12/31/1991 | 433.75 |
| SCS5664; SCR0022001 | 14313/0185016.01 | SCS | 2/29/1992 | 1,950.17 |
| SCS5663; SCR0022000 | 14490/0185016.01 | SCS | 4/30/1992 | 1,605.04 |
| SCS5662; SCR0021999 | 14599/0185016.01 | SCS | 5/31/1992 | 1,346.92 |
| SCS5661; SCR0021998 | 14711/0185016.01 | SCS | 6/30/1992 | 697.05 |
| SCS5659; SCR0021996 | 14872/0185016.01 | SCS | 7/31/1992 | 3,520.37 |
| SCS5657; SCR0021998 | 14937/0185016.01 | SCS | 8/31/1992 | 1,724.63 |
| SCS5383 | 15007/0185016.02 | SCS | 9/30/1992 | 910.58 |

Angeles v. McKesson Total Angeles Environmental Costs

| Bates | Invoice # | Category | Date | Amount (\$) |
|-----------------------|----------------------|----------|------------|-------------|
| SCS5656; SCR0021993 | 15008/0185016.01 | SCS | 9/30/1992 | 284.63 |
| SCS5655; SCR0021992 | 16040/0185016.01 | SCS | 10/31/1992 | 487.97 |
| SCS5653; SCR0021990 | 16324/0185016.01 | SCS | 12/31/1992 | 3,685.74 |
| 003274-5 | 16408/0105016.01 | SCS | 1/31/1993 | 895.63 |
| SCS5648; SCR0021985-6 | 16525/0185016.01 | SCS | 2/28/1993 | 3,757.12 |
| 003278-9 | 16625/0185016.01 | SCS - | 3/31/1993 | 6,029.42 |
| 003280-1 | 16786/0185016.01 | SCS | 4/30/1993 | 9,764.44 |
| 003282-3 | 16859/0185016.01 | SCS | 5/31/1993 | 3,240.05 |
| SCS5630; 003284-5 | 16966/0185016.01 | SCS | 6/30/1993 | 2,038.42 |
| SCS5620; SCR0021957-8 | 17111-REV/0185016.01 | SCS | 7/31/1993 | 4,925.64 |
| SCS5622; SCR0021959-9 | 17207/0185016.01 | SCS | 8/31/1993 | 6,726.36 |
| SCS5615; 003292-3 | 17253/0185016.01 | SCS | 9/30/1993 | 4,789.73 |
| SCS5612; 003294 | 17385-A/0185016.01 | SCS | 10/31/1993 | 3,434.29 |
| SCS5613; 003295 | 17385-B/0185016.01 | SCS | 10/31/1993 | 1,000.00 |
| SCS5609; 003296-7 | 17498/0185016.01 | SCS | 11/30/1993 | 5,251.79 |
| SCS5607; SCR0021944 | 17549/0185016.01 | SCS | 12/31/1993 | 3,231.14 |
| SCS5603;SCR0021940-1 | 17628/0185016.01 | SCS | 1/31/1994 | 18,224.28 |
| SCS5605 | 17627/0185016.03 | SCS | 1/31/1994 | 3,719.83 |
| SCS5597; AN006296-7 | 17708/0185016.01 | SCS | 2/28/1994 | 12,766.90 |
| SCS5599 | 17709/0185016.03 | SCS | 2/29/1994 | 1,777.00 |
| SCS5594; AN006292-3 | 17811/0185016.01 | SCS | 3/31/1994 | 12,638.76 |
| SCS5591; AN006294-5 | 17907/0185016.01 | SCS | 4/30/1994 | 2,781.29 |
| SCS5589; AN006291 | 17978/0185016.01 | SCS | 5/31/1994 | 1,063.17 |
| SCS5585; SCR0021922 | 18076/0185016.01 | SCS | 6/30/1994 | 617.24 |
| SCS5586 | 18077/0185016.03 | SCS | 6/30/1994 | 1,750.70 |
| SCS5581; SCR0021918-9 | 18189/0185016.01 | SCS | 7/31/1994 | 4,236.69 |
| SCS5583 | 18190/0185016.03 | SCS | 7/31/1994 | 6,213.32 |
| SCS5578; SCR0021915-6 | 18306/0185016.01 | SCS | 8/31/1994 | 4,979.54 |
| SCS5676 | 18290/0185016.03 | SCS | 8/31/1994 | 1,420.99 |
| SCS5574; SCR0021911-2 | 18370/0185016.01 | SCS | 9/30/1994 | 4,854.52 |
| SCS5571; SCR0021908 | 18540/0185016.01 | SCS | 10/31/1994 | 8,926.65 |
| SCS5568; SCR0021905-6 | 18569/0185016.01 | SCS | 11/30/1994 | 4,032.07 |
| SCS5565; SCR0021902-3 | 18701/0185016.01 | SCS | 12/31/1994 | 2,518.73 |

Angeles v. McKesson Total Angeles Environmental Costs

| Bates | Invoice # | Category | Date | Amount (\$) |
|-------------------------|------------------|----------|------------|-------------|
| SCS5562; SCR0021899-900 | 18789/0185016.01 | SCS | 1/31/1995 | 7,129.00 |
| SCS5560; SCR0021897 | 18887/0185016.01 | SCS | 2/28/1995 | 3,572.47 |
| SCS5557; SCR0021894-5 | 18979/0185016.01 | SCS | 3/31/1995 | 3,132.67 |
| SCS5555; 2BWS03456 | 19045/0185016.01 | SCS | 4/30/1995 | 3,780.08 |
| SCS5552; 2BWS03452-3 | 19137/0185016.01 | SCS | 5/31/1995 | 6,811.98 |
| SCS5548; 2BWS03449-50 | 19258/0185016.01 | 5CS . | 6/30/1995 | 3,961.78 |
| SCS5545; 2BWS03446-7 | 19306/0185016.01 | SCS | 7/30/1995 | 2,209.25 |
| 5CS5542; 2BWS03441-2 | 19409/0185016.01 | SCS | 8/31/1995 | 3,351.09 |
| SCS5541; 2BWS03434 | 19510/0185016.01 | SCS | 9/30/1995 | 2,462.01 |
| SCS5537; 2BWS03430-1 | 19634/0185016.01 | SCS | 10/31/1995 | 2,492.11 |
| AN005462 | 19745/0185016.01 | SCS | 11/30/1995 | 694.82 |
| AN005449 | 19856/0185016.01 | SCS | 12/31/1995 | 1,387.69 |
| AN005464-5 | 19916/0185016.01 | SCS | 1/31/1996 | 4,552.08 |
| AN005458; 2BWS03419-20 | 20017/0185016.01 | SCS | 2/29/1996 | 9,303.56 |
| AN005454 | 20120/0185016.01 | SCS | 3/31/1996 | 1,047.33 |
| AN005443 | 20189/0185016.01 | SCS | 4/30/1996 | 2,514.24 |
| AN005441 | 20258/0185016.01 | SCS | 5/31/1996 | 5,486.18 |
| AN005437; SCR0021858-9 | 20347/0185016.01 | SCS | 6/30/1996 | 11,103.41 |
| AN005434 | 20434/0185016.01 | SCS | 7/31/1996 | 8,805.38 |
| AN005431-2 | 20532/0185016.01 | SC5 | 8/31/1996 | 3,877.30 |
| AN005428-9 | 20646/0185016.01 | SCS | 9/30/1996 | 6,565.58 |
| AN005424-5 | 20745/0185016.01 | SCS | 10/31/1996 | 6,901.86 |
| SCS5512; SCR0021849 | 20828/0185016.01 | SCS | 11/30/1996 | 2,951.92 |
| SCS5511; SCR0021848 | 20919/0185016.01 | SCS | 12/31/1996 | 9,645.78 |
| SCS5509; SCR0021846-7 | 20997/0185016.01 | SCS | 1/31/1997 | 4,818.30 |
| SCS5508; SCR0021845 | 21077/0185016.01 | SC5 | 2/28/1997 | 4,252.85 |
| SCS5506; SCR0021843 | 21161/0185016.01 | SCS | 3/31/1997 | 3,553.04 |
| SCS5504; SCR0021841 | 21258/0185016.01 | SCS | 4/30/1997 | 3,937.93 |
| SCS5502; SCR0021839 | 21348/0185016.01 | SC5 | 5/31/1997 | 3,289.46 |
| SCS5501; SCR0021838 | 21482/0185016.01 | SCS | 6/30/1997 | 2,482.92 |
| SCS5500; SCR0021837 | 21672/0185016.01 | SCS | 7/31/1997 | 7,890.04 |
| SCS5499; 5CR0021836 | 21721/0185016.01 | SCS | 8/31/1997 | 1,995.47 |
| SCS5498; 5CR0021835 | 21816/0185016.01 | scs | 9/30/1997 | 4,338.77 |

Angeles v. McKesson
Total Angeles Environmental Costs

| Bates | Invoice # | Category | Date | Amount (\$) |
|-----------------------|------------------|----------|------------|-------------|
| AN007046 | 21916/0185016.01 | SCS | 10/31/1997 | 3,798.83 |
| AN007048-49 | 22011/0185016.01 | SCS | 11/30/1997 | 4,393.30 |
| AN007051-52 | 22150/0185016.01 | SCS | 12/31/1997 | 4,626.17 |
| AN007055 | 22242/0185016.01 | SCS | 1/31/1998 | 5,996.56 |
| AN007059-60 | 22359/0185016.01 | SCS | 2/28/1998 | 4,788.28 |
| SCS5490; AN007062-63 | 22525/0185016.01 | SCS | 3/31/1998 | 5,649.31 |
| SCS5489; AN007068 | 22568/0185016.01 | SCS | 4/30/1998 | 5,146.81 |
| SCS5488; AN007066 | 22723/0185016.01 | SCS | 5/31/1998 | 3,071.01 |
| SCS5487; AN007077-78 | 22845/0185016.01 | SCS | 6/30/1998 | 4,944.25 |
| SCS5486; AN007074-75 | 22989/0185016.01 | SCS | 7/31/1998 | 4,327.12 |
| SCS5485; AN007070 | 23143/0185016.01 | SCS | 8/31/1998 | 3,966.68 |
| SCS5483; SCR0021820-1 | 23259/0185016.01 | SCS | 9/30/1998 | 4,961.69 |
| SCS5482; SCR0021819 | 23379/0185016.01 | SCS | 10/31/1998 | 5,115.53 |
| SCS5480; SCR0021817-8 | 23540/0185016.01 | SCS | 11/30/1998 | 7,987.94 |
| SCS5402; SCR0022028 | 23682/0185016.04 | SCS | 12/31/1998 | 2,871.85 |
| SCS5479; SCR0027816 | 23643/0185016.01 | SCS | 12/31/1998 | 6,342.41 |
| SCS5404; SCR0022030 | 23780/0185016.04 | SCS | 1/31/1999 | 3,702.65 |
| SCS5478; SCR0021815 | 23790/0185016.01 | SCS | 1/31/1999 | 5,732.46 |
| SCS5403; SCR0022029 | 23946/0185016.04 | SCS | 2/28/1999 | 3,002.73 |
| SCS5421; SCR0022046 | 23891/0185016.05 | SCS | 2/28/1999 | 3,017.35 |
| SCS5477; SCR0021814 | 23892/0185016.01 | SCS | 2/28/1999 | 4,171.82 |
| SCS5401; SCR0022027 | 24012/0185016.04 | SCS | 3/31/1999 | 4,947.51 |
| SCS5419; SCR0022044-5 | 23993/0185016.05 | SCS | 3/31/1999 | 11,077.12 |
| SCS5475; SCR0021812 | 23994/0185016.01 | SCS | 3/31/1999 | 2,482.05 |
| SCS5399; SCR0022025 | 24115/0185016.04 | SCS | 4/30/1999 | 5,000.24 |
| SCS5415; SCR0022040 | 24114/0185016.05 | SCS | 4/30/1999 | 5,383.46 |
| SCS5471; SCR0021808 | 24113/0185016.01 | SCS | 4/30/1999 | 3,208.49 |
| SCS5685 | 24248/0185016.06 | SCS | 5/31/1999 | 494.00 |
| SCS5398; SCR0022024 | 24249/0185016.04 | SCS | 5/31/1999 | 3,255.15 |
| SCS5413; SCR0022038 | 24242/0185016.05 | SCS | 5/31/1999 | 5,958.05 |
| SCS5470; SCR0021807 | 24241/0185016.01 | SCS | 5/31/1999 | 4,702.09 |
| SCS5684 | 24450/0185016.06 | SCS | 6/30/1999 | 7,112.45 |
| SCS5397; SCR0022023 | 24449/0185016.04 | SCS | 6/30/1999 | 2,765.96 |

Angeles v. McKesson Total Angeles Environmental Costs

| Bates | Invoice # | Category | Date | Amount (\$) |
|-----------------------|-------------------|-----------------------------|------------|-------------|
| SCS5412; SCR0022037 | 24379/0185016.05 | SCS | 6/30/1999 | 2,741.26 |
| SCS5467; SCR0021804-5 | 24378/0185016.01 | SCS | 6/30/1999 | 9,807.75 |
| SCS5683 | 24558/0185016.06 | SCS | 7/31/1999 | 1,984.63 |
| SCS5396; SCR0022022 | 24557/0185016.04 | SCS | 7/31/1999 | 569.63 |
| SCS5410; SCR0022035 | 24514/018S016.05 | SCS | 7/31/1999 | 4,558.10 |
| SCS5465; SCR0021802-3 | 24513/0185016.01 | SCS | 7/31/1999 | 9,482.95 |
| SCS5682 | 24666/0185016.06 | SCS | 8/31/1999 | 223.83 |
| SCS5461; SCR0021798-9 | 24645/0185016.01 | SCS | 8/31/1999 | 5,945.07 |
| SCS4230 | 24741/0185016.01 | SCS | 9/30/1999 | 4,213.38 |
| SCS5395; SCR0022021 | 24742/0185016.04 | SCS | 9/30/1999 | 506.30 |
| SCS5439; SCS6972-3 | 24914/0185016.01 | SCS | 10/31/1999 | 5,949.97 |
| SCS5394; SCR0022020 | 24856/0185016.04 | SCS | 10/31/1999 | 419.50 |
| SCS3764; SCR0021794 | 24982/01185016.01 | SCS | 11/30/1999 | 7,916.04 |
| SCS3765; SCR0022019 | 24998/01185016.04 | SCS | 11/30/1999 | 779.55 |
| SCS3759; SCS6962-3 | 25098/01185016.01 | SCS | 12/31/1999 | 9,960.64 |
| SCS3761; SCR0021789 | 25099/01185016.05 | SCS | 12/31/1999 | 1,320.00 |
| SCS3753; SCS2820-24 | 25211/01185016.01 | SCS | 1/31/2000 | 9,451.10 |
| SCS3755; SCS5821-2 | 25212/01185016.05 | SCS | 1/31/2000 | 417.94 |
| SCS3756; AN004661 | 25230/01185016.04 | SCS | 1/31/2000 | 5,410.53 |
| SCS3746; AN004598-9 | 25328/01185016.01 | SCS | 2/29/2000 | 13,880.74 |
| SCS3748; AN004651-2 | 25401/01185016.04 | SCS | 2/29/2000 | 2,673.80 |
| SCS5435; AN004654-9 | 25321/1185016.01 | SCS | 3/6/2000 | 7,000.00 |
| SCS3739; SCS5806-7 | 25454/01185016.01 | SCS | 3/31/2000 | 13,133.19 |
| SCS3741; SCS5808-9 | 25497/01185016.04 | SCS | 3/31/2000 | 999.59 |
| SCS3731; AN004644-5 | 10082/01185016.01 | SCS | 4/30/2000 | 24,210.06 |
| SCS3733; SCS5388 | 10081/01185016.04 | SCS | 4/30/2000 | 772.30 |
| SCS3734; SCS5680 | 10240/01185016.06 | SCS | 6/13/2000 | 4,500.00 |
| 001112 | 8498 | Spencer & Jones | 11/16/1981 | 70,534.52 |
| 01106 | 8647 | Spencer & Jones | 1/7/1982 | 30,229.08 |
| 00330S | 7793 | State Board of Equalization | 6/14/1993 | 24,508.00 |

Angeles v. McKesson Total Angeles Environmental Costs

| Bates | Invoice # | Category | Date | Amount (\$) |
|--|-----------|---|------------|--------------|
| 003304 | 7309C-E | Tonto | 11/29/1993 | 2,119.00 |
| JK000219-JK000230 | NA | Purchase Agreement re amount paid for "remediation of the subject property" | 11/12/2000 | \$400,000.00 |
| TOTAL - ANGELES | | | | 1,914,457.13 |
| *Angeles reserves the right to seek any and all damages relating to environmental costs at the tiem of trial | | | | |

EXHIBIT B

Angeles v. McKesson Angeles Invoice Spreadsheet

| ELES | | | | | |
|---------------------|------------------|------------------------------|-------------|-------------|---|
| Bates | Invoice # | Category | Date | Amount (\$) | Subtotals |
| AN010486-88 | 0500-070 | BEII | 5/22/2000 | 6,000.00 | |
| BEII-B00021245-6 | 1127 | BEII | 6/1/2000 | 2,500.00 | , |
| AN010483 | 0600-087 | BEII | 6/6/2000 | 7,080.00 | |
| BEII-B00021311-2 | 1104 | BEII | 7/10/2000 | 250.00 | |
| BEII-B00021309-10 | 1105 | BEII | 7/12/2000 | 3,200.00 | |
| AN006487 | 99-107 | Masson | 3/15/1999 | 13,336.96 | |
| AN006578 | 98-115 | Masson | 4/12/1999 | 4,928.00 | |
| AN006432 | 98-115-1 | Masson | 5/13/1999 | 5,477.92 | |
| AN007528 | N/A | Pacific Resource Recovery | 10/28/1998 | 1,800.00 | |
| SCS5674 | 11285/0185016.01 | SCS | 1/31/1990 | 1,320.52 | |
| 001360 | 185016.01 | SCS Lab | 2/7/1990 | 7,200.00 | |
| SCS5672; SCR0022009 | 11379/0185016.01 | SCS | . 2/28/1990 | 10,150.95 | |
| 001359 | 185016.01 | SCS Lab | 4/19/1990 | 510.00 | |
| SCS5671;SCR0022008 | 11594/0185016.01 | SCS | 4/30/1990 | 1,098.79 | |
| SCS5670; SCR0022007 | 11786/0185016.01 | SCS | 6/30/1990 | 3,101.96 | |
| 001358 | 185016.02 | SCS Lab | 7/10/1990 | 6,300.00 | |
| 001357 | 185016.02 | SCS Lab | 7/12/1990 | 225.00 | |
| SCS5669; SCR0022006 | 11921/0185016.01 | SCS | 7/31/1990 | 8,557.28 | |
| AN010956 | 12120/0185016.01 | SCS | 8/31/1990 | 930.85 | |
| SCS5667; SCR0022004 | 12186/0185016.01 | SCS | 9/30/1990 | 384.01 | |
| SCS5666; SCR0022003 | 12296/0185016.01 | SCS | 10/31/1990 | 2,332.55 | |
| SCS5673; SCR0022010 | 12675/0185016.01 | SCS | 1/31/1991 | 769.20 | |
| SCS5665; SCR0022002 | 14062/0185016.01 | SCS | 12/31/1991 | 433.75 | |
| SCS5664; SCR0022001 | 14313/0185016.01 | SCS | 2/29/1992 | 1,950.17 | *************************************** |
| SCS5663; SCR0022000 | 14490/0185016.01 | SCS | 4/30/1992 | 1,605.04 | |
| SCS5662; SCR0021999 | 14599/0185016.01 | SCS | 5/31/1992 | 1,346.92 | |
| SCS5661; SCR0021998 | 14711/0185016.01 | SCS | 6/30/1992 | 697.05 | |

Angeles v. McKesson Angeles Invoice Spreadsheet

| Bates | Invoice # | Category | Date | Amount (\$) | Subtotals |
|-------------------------|----------------------|----------|------------|-------------|-----------|
| SCS5659; SCR0021996 | 14872/0185016.01 | SCS | 7/31/1992 | 3,520.37 | |
| SCS5657; SCR0021998 | 14937/0185016.01 | SCS | 8/31/1992 | 1,724.63 | |
| SCS5656; SCR0021993 | 15008/0185016.01 | SCS | 9/30/1992 | 284.63 | |
| SCS5655; SCR0021992 | 16040/0185016.01 | SCS | 10/31/1992 | 487.97 | |
| SCS5653; SCR0021990 | 16324/0185016.01 | SCS | 12/31/1992 | 3,685.74 | |
| 003274-5 | 16408/0105016.01 | SCS | 1/31/1993 | 895.63 | |
| SCS5648; SCR0021985-6 | 16525/0185016.01 | SCS | 2/28/1993 | 3,757.12 | |
| 003278-9 | 16625/0185016.01 | SCS | 3/31/1993 | 6,029.42 | |
| 003280-1 | 16786/0185016.01 | 5CS | 4/30/1993 | 9,764.44 | |
| 003282-3 | 16859/0185016.01 | SCS | 5/31/1993 | 3,240.05 | |
| SCS5630; 003284-5 | 16966/0185016.01 | SCS | 6/30/1993 | 2,038.42 | |
| SCS5620; SCR0021957-8 | 17111-REV/0185016.01 | SCS | 7/31/1993 | 4,925.64 | - |
| SCS5622; SCR0021959-9 | 17207/0185016.01 | SCS | 8/31/1993 | 6,726.36 | |
| SCS5615; 003292-3 | 17253/0185016.01 | SCS | 9/30/1993 | 4,789.73 | |
| SCS5612; 003294 | 17385-A/0185016.01 | SCS | 10/31/1993 | 3,434.29 | |
| SCS5613; 003295 | 17385-B/0185016.01 | SCS | 10/31/1993 | 1,000.00 | |
| SCS5609; 003296-7 | 17498/0185016.01 | SCS | 11/30/1993 | 5,251.79 | |
| SCS5607; SCR0021944 | 17549/0185016.01 | SCS | 12/31/1993 | 3,231.14 | |
| SCS5603;SCR0021940-1 | 17628/0185016.01 | SCS | 1/31/1994 | 18,224.28 | |
| SCS5597; AN006296-7 | 17708/0185016.01 | SCS | 2/28/1994 | 12,766.90 | |
| SCS5594; AN006292-3 | 17811/0185016.01 | SCS | 3/31/1994 | 12,638.76 | |
| SCS5591; AN006294-5 | 17907/0185016.01 | SCS | 4/30/1994 | 2,781.29 | |
| SCS5589; AN006291 | 17978/0185016.01 | SCS | 5/31/1994 | 1,063.17 | |
| SCS5585; SCR0021922 | 18076/0185016.01 | SCS | 6/30/1994 | 617.24 | |
| SCS5581; SCR0021918-9 | 18189/0185016.01 | SCS | 7/31/1994 | 4,236.69 | |
| SCS5578; SCR0021915-6 | 18306/0185016.01 | SCS | 8/31/1994 | 4,979.54 | |
| SCS5574; SCR0021911-2 | 18370/0185016.01 | SCS | 9/30/1994 | 4,854.52 | |
| SCS5571; SCR0021908 | 18540/0185016.01 | SCS | 10/31/1994 | 8,926.65 | |
| SCS5568; SCR0021905-6 | 18569/0185016.01 | SCS | 11/30/1994 | 4,032.07 | |
| SCS5565; SCR0021902-3 | 18701/0185016.01 | SCS | 12/31/1994 | 2,518.73 | |
| SCS5562; SCR0021899-900 | 18789/0185016.01 | SCS | 1/31/1995 | 7,129.00 | |
| SCS5560; SCR0021897 | 18887/0185016.01 | SCS | 2/28/1995 | 3,572.47 | |
| SCS5557; SCR0021894-5 | 18979/0185016.01 | 5CS | 3/31/1995 | 3,132.67 | |

Angeles v. McKesson Angeles Invoice Spreadsheet

| Bates | Invoice # | Category | Date | Amount (\$) | Subtotals |
|------------------------|------------------|----------|------------|-------------|--|
| SCS5555; 2BWS03456 | 19045/0185016.01 | SCS | 4/30/1995 | 3,780.08 | |
| SCS5552; 2BWS03452-3 | 19137/0185016.01 | SCS | 5/31/1995 | 6,811.98 | |
| SCS5548; 2BWS03449-50 | 19258/0185016.01 | SCS | 6/30/1995 | 3,961.78 | |
| SCS5545; 2BWS03446-7 | 19306/0185016.01 | SCS | 7/30/1995 | 2,209.25 | |
| SCS5542; 2BWS03441-2 | 19409/0185016.01 | SCS | 8/31/1995 | 3,351.09 | |
| SCS5541; 2BWS03434 | 19510/0185016.01 | SCS | 9/30/1995 | 2,462.01 | |
| SCS5537; 2BWS03430-1 | 19634/0185016.01 | SCS | 10/31/1995 | 2,492.11 | 7 / 12 / 12 / 12 / 12 / 12 / 12 / 12 / 1 |
| AN005462 | 19745/0185016.01 | SCS | 11/30/1995 | 694.82 | |
| AN005449 | 19856/0185016.01 | SCS | 12/31/1995 | 1,387.69 | |
| AN005464-5 | 19916/0185016.01 | SCS | 1/31/1996 | 4,552.08 | |
| AN005458; 2BWS03419-20 | 20017/0185016.01 | SCS | 2/29/1996 | 9,303.56 | |
| AN005454 | 20120/0185016.01 | SCS | 3/31/1996 | 1,047.33 | |
| AN005443 | 20189/0185016.01 | SCS | 4/30/1996 | 2,514.24 | |
| AN005441 | 20258/0185016.01 | SCS | 5/31/1996 | 5,486.18 | |
| AN005437; SCR0021858-9 | 20347/0185016.01 | SCS | 6/30/1996 | 11,103.41 | |
| AN005434 | 20434/0185016.01 | SCS | 7/31/1996 | 8,805.38 | |
| AN005431-2 | 20532/0185016.01 | SCS | 8/31/1996 | 3,877.30 | |
| AN005428-9 | 20646/0185016.01 | SCS | 9/30/1996 | 6,565.58 | |
| AN005424-5 | 20745/0185016.01 | SCS | 10/31/1996 | 6,901.86 | |
| SCS5512; SCR0021849 | 20828/0185016.01 | SCS | 11/30/1996 | 2,951.92 | |
| SCS5511; SCR0021848 | 20919/0185016.01 | SCS | 12/31/1996 | 9,645.78 | |
| SCS5509; SCR0021846-7 | 20997/0185016.01 | SCS | 1/31/1997 | 4,818.30 | |
| SCS5508; SCR0021845 | 21077/0185016.01 | SCS | 2/28/1997 | 4,252.85 | |
| SCS5506; SCR0021843 | 21161/0185016.01 | SCS | 3/31/1997 | 3,553.04 | |
| SCS5504; SCR0021841 | 21258/0185016.01 | SCS | 4/30/1997 | 3,937.93 | |
| SCS5502; SCR0021839 | 21348/0185016.01 | SCS | 5/31/1997 | 3,289.46 | |
| SCS5501; SCR0021838 | 21482/0185016.01 | SCS | 6/30/1997 | 2,482.92 | |
| SCS5500; SCR0021837 | 21672/0185016.01 | SCS | 7/31/1997 | 7,890.04 | |
| SCS5499; SCR0021836 | 21721/0185016.01 | SCS | 8/31/1997 | 1,995.47 | |
| SCS5498; SCR0021835 | 21816/0185016.01 | SCS | 9/30/1997 | 4,338.77 | |
| AN007046 | 21916/0185016.01 | SCS | 10/31/1997 | 3,798.83 | |
| AN007048-49 | 22011/0185016.01 | SCS | 11/30/1997 | 4,393.30 | |
| AN007051-52 | 22150/0185016.01 | SCS | 12/31/1997 | 4,626.17 | |

Angeles v. McKesson Angeles Invoice Spreadsheet

| Bates | Invoice # | Category | Date | Amount (\$) | Subtotals |
|-----------------------|---------------------------------------|----------|------------|-------------|---|
| AN007055 | 22242/0185016.01 | SCS | 1/31/1998 | 5,996.56 | |
| AN007059-60 | 22359/0185016.01 | SCS | 2/28/1998 | 4,788.28 | |
| SCS5490; AN007062-63 | 22525/0185016.01 | SCS | 3/31/1998 | 5,649.31 | |
| SCS5489; AN007068 | 22568/0185016.01 | SCS | 4/30/1998 | 5,146.81 | |
| SCS5488; AN007066 | 22723/0185016.01 | SCS | 5/31/1998 | 3,071.01 | |
| SCS5487; AN007077-78 | 22845/0185016.01 | SCS | 6/30/1998 | 4,944.25 | |
| SCS5486; AN007074-75 | 22989/0185016.01 | SCS | 7/31/1998 | 4,327.12 | *************************************** |
| SCS5485; AN007070 | 23143/0185016.01 | SCS | 8/31/1998 | 3,966.68 | |
| 5CS5483; SCR0021820-1 | 23259/0185016.01 | SCS | 9/30/1998 | 4,961.69 | |
| 5CS5482; SCR0021819 | 23379/0185016.01 | 5CS | 10/31/1998 | 5,115.53 | |
| SCS5480; SCR0021817-8 | 23540/0185016.01 | 5CS | 11/30/1998 | 7,987.94 | |
| SCS5479; SCR0027816 | 23643/0185016.01 | SCS | 12/31/1998 | 6,342.41 | |
| SCS5478; SCR0021815 | 23790/0185016.01 | SCS | 1/31/1999 | 5,732.46 | |
| SCS5477; SCR0021814 | 23892/0185016.01 | SCS | 2/28/1999 | 4,171.82 | |
| SCS5475; SCR0021812 | 23994/0185016.01 | SCS | 3/31/1999 | 2,482.05 | |
| SCS5471; SCR0021808 | 24113/0185016.01 | SCS | 4/30/1999 | 3,208.49 | |
| SCS5470; SCR0021807 | 24241/0185016.01 | SCS | 5/31/1999 | 4,702.09 | |
| SCS5467; SCR0021804-5 | 24378/0185016.01 | SCS | 6/30/1999 | 9,807.75 | |
| SCS5465; SCR0021802-3 | 24513/0185016.01 | SCS | 7/31/1999 | 9,482.95 | |
| 5CS5461; SCR0021798-9 | 24645/0185016.01 | SCS | 8/31/1999 | 5,945.07 | |
| SCS4230 | 24741/0185016.01 | SCS | 9/30/1999 | 4,213.38 | |
| SCS5439; SCS6972-3 | 24914/0185016.01 | SCS | 10/31/1999 | 5,949.97 | |
| SCS3764; SCR0021794 | 24982/01185016.01 | SCS | 11/30/1999 | 7,916.04 | |
| SCS3759; SCS6962-3 | 25098/01185016.01 | SCS | 12/31/1999 | 9,960.64 | |
| SCS3753; SCS2820-24 | 25211/01185016.01 | SCS | 1/31/2000 | 9,451.10 | |
| SCS3746; AN004598-9 | 25328/01185016.01 | SCS | 2/29/2000 | 13,880.74 | |
| SCS5435; AN004654-9 | 25321/1185016.01 | SCS | 3/6/2000 | 7,000.00 | |
| SCS3739; SCS5806-7 | 25454/01185016.01 | SCS | 3/31/2000 | 13,133.19 | |
| SCS3731; AN004644-5 | 10082/01185016.01 | SCS | 4/30/2000 | 24,210.06 | |
| | · · · · · · · · · · · · · · · · · · · | | | | \$602,576.1 |
| | | | | | |
| DTSCANG012996 | 12680 | DTSC | 3/10/1994 | | |
| DTSCANG012996 | B00096 | DTSC | 1/19/1995 | | |

Angeles v. McKesson Angeles Invoice Spreadsheet

| Bates | Invoice # | Category | Date | Amount (\$) | Subtotals |
|---------------|-----------|----------|------------|--|-----------|
| DTSCANG012996 | B00229 | DTSC | 3/27/1995 | : | |
| DTSCANG012996 | B00347 | DTSC | 6/26/1995 | | |
| DTSCANG012996 | C00076 | DTSC | 10/26/1995 | | |
| DTSCANG012996 | C00302 | DTSC | 2/1/1996 | | |
| DTSCANG012996 | C00435 | DTSC | 2/20/1996 | | |
| DTSCANG012996 | C00612 | DTSC | 5/14/1996 | | |
| DTSCANG012996 | 13530 | DTSC | 7/30/1997 | | |
| DTSCANG012996 | E00315 | DTSC | 9/17/1997 | | |
| DTSCANG012996 | E00433 | DTSC | 11/12/1997 | | |
| DTSCANG012996 | E00718 | DTSC | 3/10/1998 | | |
| DTSCANG012996 | E00923 | DTSC | 6/8/1998 | | |
| DTSCANG012996 | F00045 | DTSC | 9/14/1998 | | |
| DTSCANG012996 | F00319 | DTSC | 11/23/1998 | | |
| DTSCANG012996 | F00561 | DTSC | 2/24/1999 | ////////////////////////////////////// | |
| DTSCANG012996 | F00847 | DTSC | 5/12/1999 | | |
| DTSCANG012996 | G00093 | DTSC | 9/6/1999 | | |
| DTSCANG012996 | G00333 | DTSC | 11/1/1999 | | |
| DTSCANG012996 | G00699 | DTSC | 2/7/2000 | | |
| DTSCANG012996 | G01050 | DTSC | 5/3/2000 | | |
| DTSCANG012996 | H00281 | DTSC | 9/21/2000 | | |
| DTSCANG012996 | G01050 | DTSC | 5/3/2000 | · · · · · · · · · · · · · · · · · · · | |
| DTSCANG012996 | H00281 | DTSC | 9/21/2000 | - | |
| DTSCANG012996 | H00436 | DTSC | 11/8/2000 | | |
| DTSCANG012996 | H00825 | DTSC | 1/25/2001 | | |
| DTSCANG012996 | H1174 | DTSC · | 4/24/2001 | | |
| DTSCANG012996 | 100070 | DTSC | 8/24/2001 | | |
| DTSCANG012996 | 100460 | DTSC | 11/15/2001 | | |
| DTSCANG012996 | 100907 | DTSC | 1/31/2002 | | |
| DTSCANG012996 | 101286 | DTSC | 5/1/2002 | | |
| DTSCANG012996 | J00023 | DTSC | 8/29/2002 | | |
| DTSCANG012996 | J00527 | DTSC | 11/6/2002 | | |
| DTSCANG012996 | J00808 | DTSC | 2/4/2003 | | |
| DTSCANG012996 | J01346 | DTSC | 4/28/2003 | | |

Angeles v. McKesson Angeles Invoice Spreadsheet

| Bates | Invoice # | Category | Date | Amount (\$) | Subtotals |
|--|--|--|--------------------|---|--------------|
| DTSCANG012996 | 05SM1626 | DTSC | 12/6/2005 | | |
| DTSCANG012996; GRE03576 | 05SM2354 | DTSC | 1/31/2006 | | |
| DTSCANG012996; GRE03576 | 06SM2720 | DTSC | 5/9/2006 | *************************************** | |
| DTSCANG012996; GRE03576 | 06SM1550 | DTSC | 1/26/2007 | | |
| DTSCANG012996; GRE03576 | 06SM3054 | DTSC | 5/23/2007 | | |
| AN016666-70 | 07SM2023 | DTSC | 11/5/2007 | | |
| AN016666-70 | 07SM2971 | DTSC | 2/4/2008 | | |
| AN016666-70 | 08SM0787 | DTSC | 9/10/2008 | | |
| AN016666-70 | 08SM1438 | DTSC | 10/27/2008 | | |
| DTSCANG012996 | Payments | DTSC | Through 12/6/2005 | 117,838.05 | |
| GREV03576 | Balance | DTSC | Through 10/27/2008 | 354,276.24 | |
| JK000219-JK000230 | NA | Purchase Agreement re amount paid for "remediation of the subject property" | 11/12/2000 | \$400,000.00 | \$517,838.05 |
| TOTAL ANGELES | | | | 1,474,690.46 | |
| | | | | | |
| *Angeles reserves the right to add and/or supplement any invoices at the time of trial | 100 may 100 ma | | | | |

EXHIBIT C

| Bates | Invoice # | Category | Date | Amount (\$) |
|-----------------------|-----------|-------------------------------|------------|-------------|
| JK000164 | 39817 | A&L Tractor Service | 7/24/2001 | 1,760.00 |
| | | | | |
| GREV11297 | BL601075 | Alpha Scientific Corporation | 1/27/2006 | 190.00 |
| ALPHA00002; GREV00855 | BL602080 | Alpha Scientific Corporation | 3/6/2006 | 95.00 |
| ALPHA00003; GREV01112 | BL603113 | Alpha Scientific Corporation | 4/5/2006 | 4,374.00 |
| DTSCANG013760 | BL605067 | Alpha Scientific Corporation | 5/26/2006 | 95.00 |
| GREV11263 | BL606113 | Alpha Scientific Corporation | 7/6/2006 | 5,908.00 |
| GREV11262 | BL607015 | Alpha Scientific Corporation | 7/11/2006 | 190.00 |
| GREV11256 | BL610036 | Alpha Scientific Corporation | 10/10/2006 | 95.00 |
| GREV11249 | BL609103 | Alpha Scientific Corporation | 10/31/2006 | 6,145.00 |
| GREV11240 | BL611037 | Alpha Scientific Corporation | 11/10/2006 | 95.00 |
| DTSCANG013542 | BL611023 | Alpha Scientific Corporation | 12/1/2006 | 1,312.00 |
| GREV11243 | BL612048 | Alpha Scientific Corporation | 12/18/2006 | 6,190.00 |
| GREV11180 | BL703122 | Alpha Scientific Corporation | 3/27/2007 | 3,343.00 |
| GREV11201 | BL703155 | Alpha Scientific Corporation | 3/30/2007 | 197.00 |
| GREV11208 | BL706170 | Alpha Scientific Corporation | 7/9/2007 | 2,185.00 |
| GREV11200 | BL711057 | Alpha Scientific Corporation | 11/13/2007 | 190.00 |
| GREV11196 | BL712031 | Alpha Scientific Corporation | 12/12/2007 | 190.00 |
| GREV11195 | BL712079 | Alpha Scientific Corporation | 12/26/2007 | 1,845.00 |
| GREV11158 | GF805106 | Alpha Scientific Corporation | 5/23/2008 | 170.00 |
| GREV11154 | GF806074 | Alpha Scientific Corporation | 6/18/2008 | 190.00 |
| GREV11152 | GF806083 | Alpha Scientific Corporation | 6/23/2008 | 1,760.00 |
| GREV11150 | GF807043 | Alpha Scientific Corporation | 7/15/2008 | 190.00 |
| GREV11146 | GF807146 | Alpha Scientific Corporation | 7/31/2008 | 95.00 |
| GREV11147 | GF807140 | Alpha Scientific Corporation | 8/4/2008 | 95.00 |
| BEII-B00010645 | 111643461 | Asbury Environmental Services | 3/27/2003 | 2,162.91 |
| BEII-B00011118 | 112903162 | Asbury Environmental Services | 5/30/2003 | 551.11 |
| GREV00133-134 | 115086718 | Asbury Environmental Services | 9/11/2003 | 1,713.92 |
| GREV00228-229 | 119379314 | Asbury Environmental Services | 4/6/2004 | 2,007.89 |

| GREV00034 | 19631 | B.L.M. Equipment Rentals, Inc. | 7/26/2001 | 4,286.00 |
|------------------|------------------------|--------------------------------|------------|----------|
| | | | | |
| GREV01026 | 5355 | Baker Furnace | 5/5/2005 | 893.06 |
| GREV01029 | 5394 | Baker Furnace | 6/8/2005 | 2,163.00 |
| GREV01275 | 5434 | Baker Furnace | 7/12/2005 | 340.00 |
| GREV01009 | 5448 | Baker Furnace | 7/19/2005 | 517.60 |
| GREV01291-93 | 5454 | Baker Furnace | 7/27/2005 | 535.76 |
| DTSCANG013934 | 5493 | Baker Furnace | 8/30/2005 | 556.50 |
| GREV01016 | 5505 | Baker Furnace | 9/15/2005 | 340.00 |
| GREV01013-4 | 5525 | Baker Furnace | 9/26/2005 | 1,042.43 |
| DTSCANG013923 | 5554 | Baker Furnace | 10/17/2005 | 340.00 |
| DTSCANG013937 | 5587 | Baker Furnace | 10/31/2005 | 101.77 |
| DTSCANG013914-15 | 5661 | Baker Furnace | 12/28/2005 | 170.00 |
| GREV00189 | 030609MP1 | Blaine Tech Services, Inc. | 6/20/2003 | 4,721.75 |
| GREV00190 | 031209ZM1 | Blaine Tech Services, Inc. | 12/12/2003 | 3,304.00 |
| GREV00238-9 | 040318MP1 | Blaine Tech Services, Inc. | 3/22/2004 | 3,140.00 |
| GREV00231 | 040614CD1 | Blaine Tech Services, Inc. | 6/17/2004 | 2,812.00 |
| GREV00233 | 040014CD1 040913CG1 | Blaine Tech Services, Inc. | 9/15/2004 | 2,872.00 |
| GREV00261-262 | 040913CG1 041215AS1 | Blaine Tech Services, Inc. | 12/17/2004 | 2,884.00 |
| GREV00261 | 041215AS1 | Blaine Tech Services, Inc. | 2/22/2005 | DUP |
| GREV00300-301 | 050311MP1 | Blaine Tech Services, Inc. | 3/14/2005 | 1,876.00 |
| GREV00843 | 050603CG1 | Blaine Tech Services, Inc. | 6/6/2005 | 2,650.00 |
| GREV00835-6 | 050003CG1 050919FS1 | Blaine Tech Services, Inc. | 9/20/2005 | 2,600.00 |
| GREV00831-832 | 051216SA1 | Blaine Tech Services, Inc. | 12/20/2005 | 2,886.00 |
| GREV00827; 829 | 060324ES1 | Blaine Tech Services, Inc. | 3/27/2006 | 2,837.00 |
| GREV11271 | 060616AW1 | Blaine Tech Services, Inc. | 6/19/2006 | 2,700.00 |
| GREV11255 | 060919DB1 | Blaine Tech Services, Inc. | 9/21/2006 | 2,575.00 |
| GREV11247 | 061207MP1 | Blaine Tech Services, Inc. | 12/11/2006 | 2,880.00 |
| | | | | |
| BEII-B00021236-7 | 1131 | BEII | 9/7/2000 | 493.75 |
| AN10474 | 1141 | BEII | 9/27/2000 | 550.00 |
| BEII-B00021182-3 | 1152 | BEII | 11/2/2000 | 3,000.00 |
| JK000502 | 1148 | BEII | 11/2/2000 | 955.00 |

| BEII-B00021157; JK000372 | 1161 | BEII | 12/19/2000 | 35,858.05 |
|---|------|------|---------------------|-----------|
| JVK00000249; BEII-B00021120 | 1174 | BEII | 1/19/2001; 3/1/2001 | 27,466.75 |
| GREV00015; JVK00000250; BEII-B00021118- | 1175 | BEII | 1/19/2001; 3/1/2001 | 8,391.30 |
| GREV00012 | 1167 | BEII | 1/22/2001 | 4,345.00 |
| GREV00013 | 1173 | BEII | 2/14/2001 | 560.00 |
| GREV00016; GREV00094; JK000120 | 1177 | BEII | 3/1/2001 | 1,466.25 |
| GREV00017; GREV00094 | 1182 | BEII | 3/8/2001 | 280.00 |
| GREV00018-20; GREV00090 | 1189 | BEII | 4/6/2001 | 7,267.50 |
| GREV00021; GREV00094 | 1195 | BEII | 5/1/2001 | 910.00 |
| GREV00022-23 | 1202 | BEII | 6/5/2001 | 3,360.00 |
| GREV00024-25 | 1214 | BEII | 7/9/2001 | 2,170.00 |
| GREV00026 | 1220 | BEII | 8/3/2001 | 21,922.86 |
| GREV00027-28 | 1225 | BEII | 8/9/2001 | 2,590.00 |
| GREV00030 | 1243 | BEII | 11/12/2001 | 3,885.00 |
| GREV00031 | 1244 | BEII | 11/12/2001 | 935.00 |
| GREV00100-101 | 1255 | BEII | 1/9/2002 | 5,500.00 |
| GREV00105 | 1258 | BEII | 1/24/2002 | 1,866.00 |
| GREV00109 | 1262 | BEII | 1/28/2002 | 897.00 |
| GREV00104 | 1267 | BEII | 2/12/2002 | 29,341.75 |
| GREV00110 | 1270 | BEII | 3/4/2002 | 3,439.00 |
| GREV00111-112 | 1298 | BEII | 7/24/2002 | 7,548.25 |
| GREV00121, 124-6 | 1308 | BEII | 9/6/2002 | 50,933.75 |
| GREV00115 | 1322 | BEII | 12/12/2002 | 8,946.00 |
| GREV00116-117; DSI00000358-60 | 1324 | BEII | 1/6/2003 | 14,227.00 |
| GREV00118-119 | 1329 | BEII | 2/3/2003 | 37,765.08 |
| GREV00122-123 | 1330 | BEII | 2/6/2003 | 6,845.00 |
| GREV00164; 168 | 1337 | BEII | 4/9/2003 | 14,768.00 |
| BEII-B00020651 | 1346 | BEII | 5/1/2003 | 3,099.83 |
| GREV00160-162 | 1347 | BEII | 5/5/2003 | 19,803.50 |
| GREV00152-153; 158 | 1352 | BEII | 7/11/2003 | 20,211.05 |
| BEII-B00020622 | 1360 | BEII | 8/5/2003 | 54,854.81 |
| GREV00150-151 | 1364 | BEII | 8/12/2003 | 5,172.50 |
| BEII-B00019313 | 1367 | BEII | 8/14/2003 | 2,362.50 |
| GREV00145-146; 149 | 1373 | BEII | 9/11/2003 | 4,233.75 |

| GREV00142-144 | 1381 | BEII | 10/7/2003 | 16,008.19 |
|----------------------------|--------|--------------------------|------------|-----------|
| DTSC-500385-386; GREV00194 | 1387 | BEII | 10/28/2003 | 15,243.00 |
| GREV00196-198 | 1396 | BEII | 12/2/2003 | 5,715.00 |
| GREV00199-201 | 1404 | BEII | 1/13/2004 | 6,880.00 |
| BEII-B00021362-3 | 1407 | BEII | 1/29/2004 | 8,873.97 |
| GREV00202-204 | 1409 | BEII | 2/5/2004 | 2,945.00 |
| GREV00214-215 | 1418 | BEII | 3/4/2004 | 3,777.50 |
| GREV00234-236 | 1422 | BEII | 4/8/2004 | 5,052.50 |
| BEII-B00021464-73 | 1424 | BEII | 4/13/2004 | 7,450.00 |
| GREV00219-221; 223-224 | 1429 | BEII | 5/6/2004 | 17,983.75 |
| GREV00257; 259-260 | 1436 | BEII | 6/8/2004 | 4,045.00 |
| GREV00266-267 | 1441 | BEII | 7/8/2004 | 4,693.75 |
| JVK00000377-378 | 1444 | BEII | 8/10/2004 | 5,232.50 |
| JVK00000381-382 | 1448 | BEII | 9/7/2004 | 5,112.50 |
| | | | | |
| GREV00846 | 802681 | Boart Longyear | 8/10/2005 | 86.60 |
| GREV03020 | 889977 | Boart Longyear | 9/25/2006 | 108.25 |
| | | | | |
| GREV03202 | 19207 | Carbon Activated Corp. | 6/25/2007 | 8,443.50 |
| GREV11153 | 21084 | Carbon Activated Corp. | 7/8/2008 | 5,202.00 |
| GREV11193 | 20277 | Carbon Activated Corp. | 1/30/2008 | 4,518.00 |
| | | | | |
| JK000167-183 | 3470 | Century Sand & Gravel | 7/21/2001 | 4,599.00 |
| JK000166 | NA | Century Sand & Gravel | 7/24/2001 | 1,095.00 |
| | | | | |
| GREV11295 | NA | City of Santa Fe Springs | 2/8/2006 | 420.00 |
| GREV11261 | NA | City of Santa Fe Springs | 9/20/2006 | 570.00 |
| GREV11142 | NA | City of Santa Fe Springs | 10/28/2008 | 205.00 |
| | | | | |
| GREV00633-635 | 1531 | Clean Soil, Inc. | 2/7/2004 | 5,355.00 |
| CSI00000168-172 | 1522 | Clean Soil, Inc. | 10/12/2004 | 4,240.00 |
| GREV00627-629 | 1523 | Clean Soil, Inc. | 11/2/2004 | 4,342.50 |
| GREV00630-632 | 1526 | Clean Soil, Inc. | 12/7/2004 | 6,403.75 |
| CSI00000189 | 1527 | Clean Soil, Inc. | 1/6/2005 | 4,270.00 |

Angeles v. McKesson Greve Invoice Spreadsheet

| | | · · · · · · · · · · · · · · · · · · · | | |
|---------------|------|---------------------------------------|------------|----------|
| CSI00000190 | 1528 | Clean Soil, Inc. | 1/6/2005 | 1,241.25 |
| GREV00636-637 | 1533 | Clean Soil, Inc. | 3/2/2005 | 1,602.50 |
| GREV00660 | 1534 | Clean Soil, Inc. | 6/7/2006 | 3,825.00 |
| GREV00661 | 1535 | Clean Soil, Inc. | 6/7/2006 | 4,095.00 |
| GREV00662 | 1536 | Clean Soil, Inc. | 6/7/2006 | 4,185.00 |
| GREV00663 | 1537 | Clean Soil, Inc. | 6/7/2006 | 3,915.00 |
| GREV11233 | 1538 | Clean Soil Inc. | 12/31/2006 | 4,590.00 |
| GREV11232 | 1539 | Clean Soil Inc. | 12/31/2006 | 4,387.50 |
| GREV11231 | 1540 | Clean Soil Inc. | 12/31/2006 | 4,308.75 |
| GREV11230 | 1541 | Clean Soil Inc. | 1/30/2007 | 4,200.00 |
| GREV11215 | 4 | Clean Soil, Inc. | 10/1/2007 | 997.30 |
| GREV11216 | 5 | Clean Soil, Inc. | 10/4/2007 | 180.00 |
| GREV11211 | 9 | Clean Soil, Inc. | 10/15/2007 | 270.00 |
| GREV11210 | 8 | Clean Soil, Inc. | 10/15/2007 | 330.00 |
| GREV11204 | 18 | Clean Soil, Inc. | 11/17/2007 | 1,700.00 |
| GREV11209 | 23 | Clean Soil, Inc. | 11/21/2007 | 680.00 |
| GREV11202 | 29 | Clean Soil, Inc. | 12/20/2007 | 1,425.00 |
| GREV11205 | 32 | Clean Soil, Inc. | 12/31/2007 | 3,485.00 |
| GREV11198 | 34 | Clean Soil, Inc. | 1/9/2008 | 1,912.50 |
| GREV11197 | 35 | Clean Soil, Inc. | 1/9/2008 | 680.00 |
| GREV11199 | 39 | Clean Soil, Inc. | 1/23/2008 | 3,570.00 |
| GREV11191 | 44 | Clean Soil, Inc. | 2/8/2008 | 405.00 |
| GREV11190 | 45 | Clean Soil, Inc. | 2/15/2008 | 425.00 |
| GREV11188 | 51 | Clean Soil, Inc. | 3/24/2008 | 510.00 |
| GREV11172 | 59 | Clean Soil, Inc. | 4/15/2008 | 850.00 |
| GREV11169 | 63 | Clean Soil, Inc. | 5/9/2008 | 1,340.00 |
| GREV11168 | 68 | Clean Soil, Inc. | 5/24/2008 | 850.00 |
| GREV11167 | 69 | Clean Soil, Inc. | 6/2/2008 | 1,700.00 |
| GREV11164 | 73 | Clean Soil, Inc. | 6/26/2008 | 1,700.00 |
| GREV11163 | 72 | Clean Soil, Inc. | 6/26/2008 | 85.00 |
| GREV11155 | 74 | Clean Soil, Inc. | 7/5/2008 | 1,700.00 |
| GREV11151 | 80 | Clean Soil, Inc. | 8/12/2008 | 830.00 |
| GREV11148 | 85 | Clean Soil, Inc. | 9/19/2008 | 1,085.00 |
| GREV11143 | 89 | Clean Soil, Inc. | 10/6/2008 | 1,120.00 |

| GREV11140 | 97 | Clean Soil, Inc. | 11/11/2008 | 1,590.00 |
|----------------|---------------|--------------------------|------------|----------|
| GREV11139 | 100 | Clean Soil, Inc. | 12/1/2008 | 1,280.00 |
| GREV11309 | 102 | Clean Soil, Inc. | 12/8/2008 | 1,270.00 |
| GREV11310 | 105 | Clean Soil, Inc. | 12/18/2008 | 2,000.00 |
| GREV11312 | 106 | Clean Soil, Inc. | 1/16/2009 | 1,110.00 |
| GREV11313 | 109 | Clean Soil, Inc. | 1/29/2009 | 1,405.00 |
| GREV00870-2 | GRE-FS-072605 | Clear Blue Environmental | 9/8/2005 | 533.03 |
| GREV02972 | GRE-ES-051606 | Clear Blue Environmental | 6/12/2006 | 1,098.13 |
| GREV11170 | ACC-040808 | Clear Blue Environmental | 4/24/2008 | 1,607.46 |
| GREV00084 | 01-903 | EREMCO | 9/19/2001 | 122.28 |
| JK000191 | 130730 | EZE Trucking | 7/17/2001 | 1,701.30 |
| GREV00786 | 602 | Fernal Properties, Inc. | 3/1/2006 | 1,695.76 |
| GREV01049 | 603 | Fernal Properties, Inc. | 4/3/2006 | 700.00 |
| GREV01047-1048 | 605 | Fernal Properties, Inc. | 5/13/2006 | 300.00 |
| GREV03032 | 606 | Fernal Properties, Inc. | 6/3/2006 | 325.00 |
| GREV03030 | 610 | Fernal Properties, Inc. | 6/30/2006 | 200.93 |
| GREV11260 | 613 | Fernal Properties, Inc. | 8/29/2006 | 75.00 |
| GREV03024 | 614 | Fernal Properties, Inc. | 10/6/2006 | 50.00 |
| DTSCANG013514 | 616 | Fernal Properties, Inc. | 11/12/2006 | 381.21 |
| GREV11185 | 715 | Fernal Properties, Inc. | 8/15/2007 | 325.00 |
| GREV11186 | 713 | Fernal Properties, Inc. | 9/28/2007 | 150.00 |
| GREV11187 | 716 | Fernal Properties, Inc. | 10/12/2007 | 100.00 |
| GREV11184 | 721 | Fernal Properties, Inc. | 11/12/2007 | 200.00 |
| GREV11183 | 720 | Fernal Properties, Inc. | 11/15/2007 | 150.00 |
| GREV11182 | 722 | Fernal Properties, Inc. | 12/10/2007 | 150.00 |
| GREV11181 | 719 | Fernal Properties, Inc. | 12/17/2007 | 308.14 |
| GREV11177 | 801 | Fernal Properties, Inc. | 1/7/2008 | 157.24 |
| GREV11176 | 802 | Fernal Properties, Inc. | 1/22/2008 | 248.51 |
| GREV11175 | 804 | Fernal Properties, Inc. | 1/29/2008 | 50.00 |
| GREV11174 | 805 | Fernal Properties, Inc. | 3/12/2008 | 200.00 |

| GREV11173 | 806 | Fernal Properties, Inc. | 4/11/2008 | 250.00 |
|-----------------|------------|--------------------------------------|------------|------------|
| GREV11159 | 807 | Fernal Properties, Inc. | 5/13/2008 | 100.00 |
| GREV11161 | 808 | Fernal Properties, Inc. | 6/5/2008 | 643.47 |
| GREV11160 | 809 | Fernal Properties, Inc. | 6/5/2008 | 128.77 |
| GREV11162 | 810 | Fernal Properties, Inc. | 6/17/2008 | 175.00 |
| GREV11141 | 812 | Fernal Properties, Inc. | 9/18/2008 | 200.00 |
| GREV11138 | 818 | Fernal Properties, Inc. | 11/1/2008 | 682.99 |
| GREV11289 | 80300 | Foster & Sons | 2/28/2006 | 600.00 |
| GREV11156 | 5973 | Foster & Sons | 6/7/2008 | 144.00 |
| DTSC-2 01154-55 | 847 | Frontier Environmental Services, Inc | 5/9/2003 | 109,043.00 |
| GREV00864 | \$13639100 | George T. Hall Company, Inc. | 3/23/2006 | 51.55 |
| GREV00865 | 46360 | Geotechnical Services, Inc. | 9/21/2005 | 470.81 |
| JK000189 | 11944 | Hydraulic Cranes | 7/17/2001 | 1,970.00 |
| GREV00066 | 01153-1 | Interphase | 7/19/2001 | 1,577.00 |
| GREV11319 | NA | James Jazmin | 10/19/2004 | 1,400.00 |
| GREV00191-193 | 1027F | Layne Christensen Company | 7/23/2003 | 30,210.00 |
| GREV00132 | NA | Lyn/Mar Company | 3/24/2003 | 150.00 |
| GREV00131 | 03-128 | Masson | 7/8/2003 | 4,678.00 |
| JK000184-6 | 117106 | Monte Collins | 7/18/2001 | 808.00 |
| GREV00272 | 41201 | ProHydro Inc. | 12/19/2004 | 660.00 |
| GREV00268; 271 | 41202 | ProHydro Inc. | 12/20/2004 | 4,694.00 |
| GREV00273-274 | 50301 | ProHydro Inc. | 3/9/2005 | 197.39 |

| p | | | | |
|--|------------|-----------------------------------|------------|-------------|
| GREV01080-82 | 5120501 | ProHydro Inc. | 12/5/2005 | 455.50 |
| GREV02992 | 6062221 | ProHydro Inc. | 6/22/2006 | 282.45 |
| GREV11246 | 702091GRE | ProHydro Inc. | 2/9/2007 | 11,628.19 |
| GREV11223 | 705241GRE | ProHydro Inc. | 5/24/2007 | 1,322.98 |
| GREV11214 | 1-708296 | ProHydro Inc. | 8/29/2007 | 685.29 |
| GREV11207 | I-7112301 | ProHydro Inc. | 11/23/2007 | 685.29 |
| GREV11194 | I-8021305 | ProHydro Inc. | 2/13/2008 | 590.11 |
| GREV11166 | I-8052233 | ProHydro Inc. | 5/22/2008 | 636.86 |
| GREV11149 | I-8082577 | ProHydro Inc. | 8/25/2008 | 765.84 |
| GREV11137 | I-8112693 | ProHydro Inc. | 11/26/2008 | 1,270.00 |
| GREV11311 | I-8112693 | ProHydro Inc. | 11/26/2008 | 423.43 |
| | | | | 3 |
| GREV00075 | 0105747-IN | Sinclair | 7/18/2001 | 151.63 |
| GREV00068 | 0105908-IN | Sinclair | 7/23/2001 | 15,165.36 |
| GREV00069 | 0105918-IN | Sinclair | 7/23/2001 | 314.92 |
| | | | | |
| GREV00241 | 1624139 | South Coast Air Quality Managemer | 10/19/2004 | 320.66 |
| GREV00297-298 | 1651819 | South Coast Air Quality Managemer | 3/1/2005 | 1,488.72 |
| GREV11229 | 1846635 | South Coast Air Quality Managemer | 2/20/2007 | 81.89 |
| GREV11227 | 1846634 | South Coast Air Quality Managemer | 2/20/2007 | 1,656.94 |
| GREV11221 | 1846635 | South Coast Air Quality Managemer | 7/17/2007 | 102.36 |
| GREV11179 | 1935771 | South Coast Air Quality Managemer | 1/2/2008 | 954.71 |
| GREV11178 | 1934524 | South Coast Air Quality Managemer | 1/2/2008 | 99.09 |
| | | | | : |
| GREV00079 | N10791 | STS | 7/26/2001 | 1,950.00 |
| GREV00080 | N10778 | STS | 7/26/2001 | 3,150.00 |
| GREV00175; 187; BEII-B000114555 (Invoice | | | | - |
| for \$15,641.00 - \$9,000 paid by Greve | | | | |
| (remainder paid by BEI) | BL211058 | STS | 12/12/2002 | 9,000.00 |
| GREV00175; 181 | BL309135 | STS | 9/29/2003 | 195.00 |
| GREV00175; 186 | BL309179 | STS | 9/30/2003 | 120.00 |
| GREV00175; 179 | BL310039 | STS | 10/7/2003 | 120.00 |
| GREV00175; 185 | BL310083 | STS | 10/13/2003 | 120.00 |
| GREV00175; 180 | BL310134 | STS | 10/22/2003 | 120.00 |

Angeles v. McKesson Greve Invoice Spreadsheet

| GREV00175-176 | BL310117 | 5TS | 10/27/2003 | 1,040.00 |
|----------------|-------------|------------------|------------|----------|
| GREV00175; 177 | BL310110 | STS | 10/27/2003 | 810.00 |
| GREV00175; 178 | BL310098 | STS | 10/27/2003 | 970.00 |
| GREV00244 | BL312074 | STS | 11/9/2003 | 600.00 |
| GREV00175; 184 | BL312074 | STS | 12/29/2003 | 1,930.00 |
| GREV00175; 183 | BL312084 | 5TS | 12/31/2003 | 2,257.00 |
| GREV00175; 182 | BL312109 | STS | 12/31/2003 | 510.00 |
| GREV00245 | BL402079 | STS | 2/20/2004 | 115.00 |
| GREV00246 | BL402087 | STS | 3/5/2004 | 470.00 |
| GREV00243 | BL402087 | 5T5 . | 3/5/2004 | 185.00 |
| GREV00306 | BL409167 | STS | 10/4/2004 | 255.00 |
| GREV00304 | BL412082 | STS | 12/20/2004 | 120.00 |
| GREV00305 | BL412115 | STS | 12/22/2004 | 230.00 |
| GREV00639 | BL412111 | STS | 12/30/2004 | 3,506.00 |
| STC001514 | BL412114 | STS | 12/30/2004 | 2,890.00 |
| GREV00625; 642 | BL503064 | STS | 4/6/2005 | 6,789.00 |
| GREV00859 | BL506031 | STS | 6/15/2005 | 6,924.00 |
| GREV01125 | BL509112 | STS | 9/30/2005 | 5,216.00 |
| GREV11296 | BL512108 | STS | 1/3/2006 | 5,026.00 |
| | | | | |
| DTSCANG013696 | 32460 | Suburban Propane | 8/3/2005 | 355.64 |
| DTSCANG013699 | 1388 | Suburban Propane | 8/21/2005 | 372.88 |
| DTSCANG013702 | 32961 | Suburban Propane | 9/2/2005 | 811.83 |
| DTSCANG013705 | 33113 | Suburban Propane | 9/14/2005 | 711.24 |
| DTSCANG013706 | 76308 | Suburban Propane | 9/23/2005 | 66.95 |
| GREV01069-70 | 33391 | Suburban Propane | 10/3/2005 | 379.76 |
| GREV01073 | 33499 | Suburban Propane | 10/10/2005 | 853.18 |
| GREV01076 | 33639 | Suburban Propane | 10/18/2005 | 1,011.79 |
| GREV01079 | 33717 | Suburban Propane | 10/24/2005 | 391.45 |
| GREV01085 | 33867 | Suburban Propane | 11/1/2005 | 895.48 |
| GREV11293 | 33950 | Suburban Propane | 11/3/2005 | 641.79 |
| GREV11292 | 340143 | Suburban Propane | 12/23/2005 | 1,022.53 |
| GREV01053-1055 | 341671 | Suburban Propane | 4/13/2006 | 873.52 |
| GREV11270 | 1654-042987 | Suburban Propane | 7/6/2006 | 1,046.34 |

| GREV11266 | 1654-042987 | Suburban Propane | 7/14/2006 | 60.00 |
|----------------------|-------------|---------------------|------------|-----------|
| GREV11220 | 121325 | Suburban Propane | 7/14/2007 | 60.00 |
| | | | | |
| DTSCANG013940 | K6F09JK | The Digivac Company | 6/9/2006 | 496.00 |
| | | | | |
| GREV00986 | 1561 | The Leu Group | 3/18/2003 | 9,845.36 |
| GREV00293-294 | 1243 | The Leu Group | 2/12/2005 | 390.00 |
| GREV00275-276 | 1258 | The Leu Group | 2/19/2005 | 585.00 |
| GREV00279-280 | 1271 | The Leu Group | 3/19/2005 | 10,944.04 |
| GREV00289-291 | 1287 | The Leu Group | 3/26/2005 | 4,480.00 |
| GREV00314 | 1299' | The Leu Group | 4/2/2005 | 2,455.77 |
| GREV00311 | 1306 | The Leu Group | 4/9/2005 | 2,720.00 |
| LEU001933-5 | 1318 | The Leu Group | 4/16/2005 | 6,400.00 |
| LEU001928 | 1322 | The Leu Group | 4/30/2005 | 11,030.00 |
| LEU001922-7 | 1328 | The Leu Group | 5/7/2005 | 7,573.75 |
| LEU001918-21 | 1336 | The Leu Group | 5/14/2005 | 1,227.53 |
| GREV00955 | 1344 | The Leu Group | 5/21/2005 | 1,423.21 |
| GREV00948 | 1407 | The Leu Group | 8/27/2005 | 1,260.00 |
| GREV00931; 944 | 1414 | The Leu Group | 9/3/2005 | 3,920.00 |
| LEU001900 | 1421 | The Leu Group | 9/10/2005 | 1,907.50 |
| GREV00926 | 1430 | The Leu Group | 9/17/2005 | 1,155.00 |
| GREV00919 | 1437 | The Leu Group | 10/1/2005 | 2,980.50 |
| GREV01177; GREV11298 | 1444 | The Leu Group | 10/15/2005 | 800.00 |
| GREV00906; 996 | 1484 | The Leu Group | 12/3/2005 | 1,280.00 |
| GREV00294-6 | 1243 | The Leu Group | 12/12/2005 | 390.00 |
| GREV01231 | 1541 | The Leu Group | 2/11/2006 | 5,979.38 |
| GREV00974 | 1550 | The Leu Group | 3/4/2006 | 10,980.00 |
| GREV00986 | 1561 | The Leu Group | 3/18/2006 | 9,345.36 |
| GREV00895; 01159 | 1566 | The Leu Group | 4/1/2006 | 4,719.78 |
| GREV00744 | 1576 | The Leu Group | 4/10/2006 | 1,414.58 |
| GREV01139/03146 | 1580 | The Leu Group | 4/22/2006 | 616.08 |
| GREV00737 | 1590 | The Leu Group | 5/6/2006 | 2,420.03 |
| GREV03014 | 1607 | The Leu Group | 5/20/2006 | 648.06 |
| GREV00757 | 1615 | The Leu Group | 6/10/2006 | 1,920.00 |

Angeles v. McKesson Greve Invoice Spreadsheet

| GREV02995 | 1622 | The Leu Group | 6/26/2006 | 320.00 |
|--------------------------|---------------------|-------------------------|-------------------|------------|
| GREV02976 | 1638 | The Leu Group | 7/22/2006 | 4,801.60 |
| GREV02985 | 1656 | The Leu Group | 8/5/2006 | 480.00 |
| DTSCANG013342 | 1669 | The Leu Group | 9/2/2006 | 3,117.50 |
| GREV11257 | 1679 | The Leu Group | 9/16/2006 | 1,120.00 |
| GREV03045 | 1686 | The Leu Group | 9/30/2006 | 5,951.02 |
| GREV11248 | 1699 | The Leu Group | 10/14/2006 | 5,929.10 |
| GREV11244 | 1717 | The Leu Group | 11/25/2006 | 4,995.00 |
| GREV11241 | 1735 | The Leu Group | 12/16/2006 | 4,800.00 |
| DTSCANG013598; GREV03039 | 1743 | The Leu Group | 1/6/2007 | 3,625.00 |
| GREV03179 | 1761 | The Leu Group | 1/20/2007 | 360.00 |
| GREV11234 | 1772 | The Leu Group | 2/22/2007 | 2,745.31 |
| GREV11235 | 1778 | The Leu Group | 2/24/2007 | 1,138.59 |
| GREV11226 | 1800 | The Leu Group | 3/25/2007 | 200.00 |
| GREV11225 | 1817 | The Leu Group | 4/21/2007 | 1,851.60 |
| GREV11222 | 1826 | The Leu Group | 5/6/2007 | 2,470.00 |
| GREV03207 | 1836 | The Leu Group | 5/19/2007 | 780.00 |
| GREV03209 | 1847 | The Leu Group | 6/9/2007 | 3,297.50 |
| GREV11308 | 1857 | The Leu Group | 6/23/2007 | 292.50 |
| GREV11219 | 1870 | The Leu Group | 7/21/2007 | 5,180.00 |
| GREV11218 | 1876 | The Leu Group | 8/12/2007 | 6,313.98 |
| GREV11217 | 1885 | The Leu Group | 8/26/2007 | 18,468.76 |
| GREV11206 | 1892 | The Leu Group | 9/8/2007 | 5,760.00 |
| GREV00072 | 7-301 | Thomas D. Beck | 7/17/2001 | 250.00 |
| GREV00083 | 7-061-2001 | Thomas D. Beck | 7/27/2001 | 250.00 |
| GREV11165 | 7-1100 | USA Consolidators, Inc. | 6/15/2008 | 5,000.00 |
| GREV00866 | M32667 | Vossler Co. | 8/8/2005 | 117.99 |
| GREV11192 | 20277 | Illegible | 1/30/2008 | 3,468.00 |
| GREV11314-6 | Clean Loan Interest | Clean Loan | 2/1/2004-1/1/2009 | 182,469.88 |

| | | | · · · · · · · · · · · · · · · · · · · |
|--|---|------------|---------------------------------------|
| JK000219-JK000230 NA | Purchase Agreement re amount paid for "remediation of the subject property" - Credit to Greve | 11/12/2000 | -\$400,000.00 |
| TOTAL GREVE | | | 1,005,063.82 |
| *Greve reserves the right to add and/or supplement any invoices at the time of trial | | | 100 |

| UNITED STATES DISTRICT COURT CENTRAL DISTRICT OF CALIFORNIA | | FOR COURT USE ONLY |
|--|---|---|
| Angeles Chemical, et al. v. McKesson (| Corporation, et al. | |
| Jeffery L. Caufield (SBN 166524) Kenneth E. James (SBN 173775) CAUFIELD & JAMES, LLP 2851 Camino Del Rio South, Suite 410 San Diego, CA 92108 | Tel: (619) 325-0441 Fax: (619) 325-0231 | |
| Attorney(s) for: Plaintiffs, Greve | Date: | Case Number: |
| Financial Services, Inc., Angeles Chemical Company, Inc., and John Locke | Time: Dept.: | CV01-10532 TJH (Ex) |
| age of 18 years and not a party to this action. 410, San Diego, California 92108. I served a ANGELES CHEMICAL COMP FINANCIAL SERVI FRCP RUI | a copy of the following | document(s): LOCKE, AND GREVE LEMENTAL |
| ☐ (BY MAIL) I caused each such enveloped business address. I am readily familiar with correspondence for mailing, said practice being the postage thereon fully prepaid in the Un collection. I am aware that upon motion of cancellation date or postage meter date on the mailing contained in this affidavit. | e to be sealed and place. Caufield & James' practing that in the ordinary contited States Postal Service of the party served, service of the party served. | d for collection and mailing from my ctice for collection and processing of curse of business mail is deposited with ice the same day as it is placed for ice is presumed invalid if the postal |
| ☐ (BY OVERNIGHT MAIL) I am readily fa and processing of correspondence for overnia will be deposited in a box or other facility rea | ght delivery and know t | hat the document(s) described herein |
| ☑ (BY FACSIMILE) This document was tr the transmission was reported as complete a machine to properly issue a transmission repo | and without error. I th | en caused the transmitting facsimile |
| ☐ (BY ELECTRONIC TRANSMISSION) from jennifer@caufieldjames.com and the tracaused the transmitting e-mail account to pro | nsmission was reported | as complete and without error. I then |
| ☐ (BY UNITED STATES DISTRICT COU forth below. | JRT ELECTRONIC FII | LING SERVICE) on the parties as set |
| SEE ATT | ACHED SERVICE LIS | ST |

| I declare under penalty of perjury under the laws of the S correct. Executed on March 13, 2009, at San Diego, Calif | tate of California that the foregoing is true and fornia. |
|---|---|
| | Jennifer Liscum Jennifer Liscum |
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SERVICE LIST

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| | | |
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| 6 | Attorneys for Plaintiffs, Greve | |
| 7 | Financial Services, Inc., Angeles Chemical Company, Inc., and John | |
| 8 | Locke | |
| 9 | UNITED STATES D | DISTRICT COURT |
| 10 | FOR THE CENTRAL DIST | TRICT OF CALIFORNIA |
| 11 | | |
| 12 | ANGELES CHEMICAL COMPANY, | Case No: 01-10532 TJH (Ex) |
| 13 | INC., a California Corporation, GREVE FINANCIAL SERVICES INC., a | ANGELES CHEMICAL COMPANY, |
| 14 | California Corporation, and JOHN LOCKE, an individual, | INC., JOHN LOCKE, AND GREVE FINANCIAL SERVICES, INC.'S |
| 15 | Plaintiffs, | SUPPLEMENTAL FRCP RULE 26 DISCLOSURES |
| 16 | VS. | |
| 17 | MCKESSON CORPORATION, a | |
| 18 | California Corporation, et. al., | |
| 19 | Defendants. | |
| 20 | | |
| 21 | Pursuant to Fed. Rule. Civ. Pro Rule | 226(a)(1) Plaintiffs and Counter- |
| 22 | Defendants Angeles Chemical Company, I | |
| 23 | Services, Inc. (collectively "Plaintiffs") sul | |
| 24 | | onni uns Ruie 20 supplementation of |
| 25 | disclosures to the opposing parties. | louving are the gunnlemental displayures |
| 26 | | lowing are the supplemental disclosures |
| 27 | of Plaintiffs. | |
| 28 | | |

SUPPLEMENTAL RULE 26 DISCLOSURES

Damages:

Plaintiffs continue to incur damages for cleanup and testing of contamination caused by McKesson on an ongoing basis and reserve the right to supplement the damages contained herein through trial. Attached hereto as Exhibits A-C are Plaintiffs' updated damages spreadsheets. These updated damages spreadsheets reflect the Court's recent rulings on McKesson's motions in limine and corrects the total payments made by Angeles to the DTSC (spreadsheet now accurately reflects DTSCANG012996 previously provided to McKesson).

The foregoing is a supplemental disclosure pursuant to FRCP Rule 26(e)(1). Nothing in this disclosure should be construed as a waiver or admission by Angeles Chemical Company, Inc., John Locke or Greve Financial Services, Inc. of any of the claims asserted by each or counter-claims asserted by McKesson. To the extent additional evidence of damages is obtained before trial, Plaintiffs will continue to supplement their initial disclosures.

DATED: October 2, 2009

Caufield & James, LLP

/s/ Jeffery Caufield Jeffery Caufield, Esq. Attorney for Plaintiffs

EXHIBIT A

| ANGELES DAMAGES ATTRIBUTABLE TO MCKESSON | | | | |
|--|------------------|------------------|------------|-------------|
| ATTRIBUTABLE TO MICKESSON | | | | |
| Bates | Invoice # | Category | Date | Amount (\$) |
| AN010486-88 | 0500-070 | BEII | 5/24/2000 | 6,000.00 |
| BEII-B00021245-6 | 1127 | BEII | 6/1/2000 | 2,500.00 |
| AN010483 | 0600-087 | BEII | 6/6/2000 | 7,080.00 |
| BEII-B00021311-2 | 1104 | BEII | 7/10/2000 | 250.00 |
| BEII-B00021309-10 | 1105 | BEII | 7/12/2000 | 3,200.00 |
| | ! | B 16 B | | |
| | | Pacific Resource | | |
| AN007528 | N/A | Recovery | 10/28/1998 | 1,800.00 |
| SCS5607; SCR0021944 | 17549/0185016.01 | SCS | 12/31/1993 | 3,231.14 |
| SCS5603;SCR0021940-1 | 17628/0185016.01 | SCS | 1/31/1994 | 18,224.28 |
| SCS5597; AN006296-7 | 17708/0185016.01 | SCS | 2/28/1994 | 12,766.90 |
| SCS5594; AN006292-3 | 17811/0185016.01 | SCS | 3/31/1994 | 12,638.76 |
| SCS5591; AN006294-5 | 17907/0185016.01 | SCS | 4/30/1994 | 2,781.29 |
| SCS5589; AN006291 | 17978/0185016.01 | SCS | 5/31/1994 | 1,063.17 |
| SCS5585; SCR0021922 | 18076/0185016.01 | SC5 | 6/30/1994 | 617.24 |
| SCS5581; SCR0021918-9 | 18189/0185016.01 | SCS | 7/31/1994 | 4,236.69 |
| SCS5578; SCR0021915-6 | 18306/0185016.01 | SCS | 8/31/1994 | 4,979.54 |
| SCS5574; SCR0021911-2 | 18370/0185016.01 | SCS | 9/30/1994 | 4,854.52 |
| SCS5571; SCR0021908 | 18540/0185016.01 | SCS | 10/31/1994 | 8,926.65 |
| SCS5568; SCR0021905-6 | 18569/0185016.01 | SCS | 11/30/1994 | 4,032.07 |
| SCS5565; SCR0021902-3 | 18701/0185016.01 | SCS | 12/31/1994 | 2,518.73 |
| SCS5562; SCR0021899-900 | 18789/0185016.01 | SCS | 1/31/1995 | 7,129.00 |
| SCS5560; SCR0021897 | 18887/0185016.01 | SCS | 2/28/1995 | 3,572.47 |
| SCS5557; SCR0021894-5 | 18979/0185016.01 | SCS | 3/31/1995 | 3,132.67 |
| SCS5555; 2BWS03456 | 19045/0185016.01 | SCS | 4/30/1995 | 3,780.08 |
| SCS5552; 2BWS03452-3 | 19137/0185016.01 | SCS | 5/31/1995 | 6,811.98 |
| SCS5548; 2BWS03449-50 | 19258/0185016.01 | SCS | 6/30/1995 | 3,961.78 |
| SCS5545; 2BWS03446-7 | 19306/0185016.01 | SCS | 7/30/1995 | 2,209.25 |

Angeles v. McKesson Angeles Invoice Spreadsheet

| Bates | Invoice # | Category | Date | Amount (\$) |
|------------------------|------------------|----------|------------|-------------|
| SCS5542; 2BWS03441-2 | 19409/0185016.01 | SCS | 8/31/1995 | 3,351.09 |
| SCS5541; 2BWS03434 | 19510/0185016.01 | SCS | 9/30/1995 | 2,462.01 |
| SCS5537; 2BWS03430-1 | 19634/0185016.01 | SCS | 10/31/1995 | 2,492.11 |
| AN005462 | 19745/0185016.01 | SCS | 11/30/1995 | 694.82 |
| AN005449 | 19856/0185016.01 | SCS | 12/31/1995 | 1,387.69 |
| AN005464-5 | 19916/0185016.01 | SCS | 1/31/1996 | 4,552.08 |
| AN005458; 2BWS03419-20 | 20017/0185016.01 | SCS | 2/29/1996 | 9,303.56 |
| AN005454 | 20120/0185016.01 | SCS | 3/31/1996 | 1,047.33 |
| AN005443-4 | 20189/0185016.01 | SCS | 4/30/1996 | 2,514.24 |
| AN005441 | 20258/0185016.01 | SCS | 5/31/1996 | 5,486.18 |
| AN005437; SCR0021858-9 | 20347/0185016.01 | SCS | 6/30/1996 | 11,103.41 |
| AN005434 | 20434/0185016.01 | SCS | 7/31/1996 | 8,805.38 |
| AN005431-2 | 20532/0185016.01 | SCS | 8/31/1996 | 3,877.30 |
| AN005428-9 | 20646/0185016.01 | SCS | 9/30/1996 | 6,565.58 |
| AN005424-5 | 20745/0185016.01 | SCS | 10/31/1996 | 6,901.86 |
| SCS5512; SCR0021849 | 20828/0185016.01 | SCS | 11/30/1996 | 2,951.92 |
| SCS5511; SCR0021848 | 20919/0185016.01 | SCS | 12/31/1996 | 9,645.78 |
| SCS5509; SCR0021846-7 | 20997/0185016.01 | SCS | 1/31/1997 | 4,818.30 |
| SCS5508; SCR0021845 | 21077/0185016.01 | SCS | 2/28/1997 | 4,252.85 |
| SCS5506; SCR0021843 | 21161/0185016.01 | SCS | 3/31/1997 | 3,553.04 |
| SCS5504; SCR0021841 | 21258/0185016.01 | SCS | 4/30/1997 | 3,937.93 |
| SCS5502; SCR0021839 | 21348/0185016.01 | SCS | 5/31/1997 | 3,289.46 |
| SCS5501; SCR0021838 | 21482/0185016.01 | SCS | 6/30/1997 | 2,482.92 |
| SCS5500; SCR0021837 | 21672/0185016.01 | SCS | 7/31/1997 | 7,890.04 |
| SCS5499; SCR0021836 | 21721/0185016.01 | SCS | 8/31/1997 | 1,995.47 |
| SCS5498; SCR0021835 | 21816/0185016.01 | SCS | 9/30/1997 | 4,338.77 |
| AN007046 | 21916/0185016.01 | SCS | 10/31/1997 | 3,798.83 |
| AN007048-49 | 22011/0185016.01 | SCS | 11/30/1997 | 4,393.30 |
| AN007051-52 | 22150/0185016.01 | SCS | 12/31/1997 | 4,626.17 |
| AN007055 | 22242/0185016.01 | SCS | 1/31/1998 | 5,996.56 |
| AN007059-60 | 22359/0185016.01 | SCS | 2/28/1998 | 4,788.28 |
| SCS5490; AN007062-63 | 22525/0185016.01 | SCS | 3/31/1998 | 5,649.31 |
| SCS5489; AN007068 | 22568/0185016.01 | SCS | 4/30/1998 | 5,146.81 |

Angeles v. McKesson Angeles Invoice Spreadsheet

| Bates | Invoice # | Category | Date | Amount (\$) |
|------------------------|-------------------|----------|------------|-------------|
| SCS5488; AN007066 | 22723/0185016.01 | SCS | 5/31/1998 | 3,071.01 |
| SCS5487; AN007077-78 | 22845/0185016.01 | SCS | 6/30/1998 | 4,944.25 |
| . SCS5486; AN007074-75 | 22989/0185016.01 | SCS | 7/31/1998 | 4,327.12 |
| SCS5485; AN007070 | 23143/0185016.01 | SCS | 8/31/1998 | 3,966.68 |
| SCS5483; SCR0021820-1 | 23259/0185016.01 | SCS | 9/30/1998 | 4,961.69 |
| SCS5482; SCR0021819 | 23379/0185016.01 | SCS | 10/31/1998 | 5,115.53 |
| SCS5480; SCR0021817-8 | 23540/0185016.01 | SCS | 11/30/1998 | 7,987.94 |
| SCS5479; SCR0027816 | 23643/0185016.01 | SCS | 12/31/1998 | 6,342.41 |
| SCS5478; SCR0021815 | 23790/0185016.01 | SCS | 1/31/1999 | 5,732.46 |
| SCS5477; SCR0021814 | 23892/0185016.01 | SCS | 2/28/1999 | 4,171.82 |
| SCS5475; SCR0021812 | 23994/0185016.01 | SCS | 3/31/1999 | 2,482.05 |
| SCS5471; SCR0021808 | 24113/0185016.01 | SCS | 4/30/1999 | 3,208.49 |
| SCS5470; SCR0021807 | 24241/0185016.01 | SCS | 5/31/1999 | 4,702.09 |
| SCS5467; SCR0021804-5 | 24378/0185016.01 | SCS | 6/30/1999 | 9,807.75 |
| SCS5465; SCR0021802-3 | 24513/0185016.01 | SCS | 7/31/1999 | 9,482.95 |
| SCS5461; SCR0021798-9 | 24645/0185016.01 | SCS | 8/31/1999 | 5,945.07 |
| SCS4230 | 24741/0185016.01 | SCS | 9/30/1999 | 4,213.38 |
| SCS5439; SCS6972-3 | 24914/0185016.01 | SCS | 10/31/1999 | 5,949.97 |
| SCS3764; SCR0021794 | 24982/01185016.01 | SCS | 11/30/1999 | 7,916.04 |
| SCS3759; SCS6962-3 | 25098/01185016.01 | SCS | 12/31/1999 | 9,960.64 |
| SCS3753; SCS2820-24 | 25211/01185016.01 | SCS | 1/31/2000 | 9,451.10 |
| SCS3746; AN004598-9 | 25328/01185016.01 | SCS | 2/29/2000 | 13,880.74 |
| SCS5435; AN004654-9 | 25321/1185016.01 | SCS | 3/6/2000 | 7,000.00 |
| SCS3739; SCS5806-7 | 25454/01185016.01 | SCS | 3/31/2000 | 13,133.19 |
| SCS3731; AN004644-5 | 10082/01185016.01 | SCS | 4/30/2000 | 24,210.06 |
| | | | | |
| DTSCANG012996 | 12680 | DTSC | 3/10/1994 | |
| DTSCANG012996 | B00096 | DTSC | 1/19/1995 | <u> </u> |
| DTSCANG012996 | B00229 | DTSC . | 3/27/1995 | |
| DTSCANG012996 | B00347 | DTSC | 6/26/1995 | |
| DTSCANG012996 | C00076 | DTSC | 10/26/1995 | |
| DTSCANG012996 | C00302 | DTSC | 2/1/1996 | |

Angeles v. McKesson Angeles Invoice Spreadsheet

| Bates | Invoice # | Category | Date | Amount (\$) |
|-------------------------|-----------|----------|------------|--------------|
| DTSCANG012996 | C00435 | DTSC | 2/20/1996 | |
| DTSCANG012996 | C00612 | DTSC | 5/14/1996 | |
| DTSCANG012996 | 13530 | DTSC | 7/30/1997 | |
| DTSCANG012996 | E00315 | DTSC | 9/17/1997 | |
| DTSCANG012996 | E00433 | DTSC | 11/12/1997 | |
| DTSCANG012996 | E00718 | DTSC | 3/10/1998 | |
| DTSCANG012996 | E00923 | DTSC | 6/8/1998 | |
| DTSCANG012996 | F00045 | DTSC | 9/14/1998 | |
| DTSCANG012996 | F00319 | DTSC | 11/23/1998 | |
| DTSCANG012996 | F00561 | DTSC | 2/24/1999 | |
| DTSCANG012996 | F00847 | DTSC | 5/12/1999 | |
| DTSCANG012996 | G00093 | DTSC | 9/6/1999 | |
| DTSCANG012996 | G00333 | DTSC | 11/1/1999 | |
| DTSCANG012996 | G00699 | DTSC | 2/7/2000 | |
| DTSCANG012996 | G01050 | DTSC | 5/3/2000 | |
| DTSCANG012996 | H00281 | DTSC | 9/21/2000 | |
| DTSCANG012996 | H00436 | DTSC | 11/8/2000 | |
| DTSCANG012996 | H00825 | DTSC | 1/25/2001 | |
| DTSCANG012996 | H1174 | DTSC | 4/24/2001 | |
| DTSCANG012996 | 100070 | DTSC | 8/24/2001 | |
| DTSCANG012996 | 100460 | DTSC | 11/15/2001 | |
| DTSCANG012996 | 100907 | DTSC | 1/31/2002 | VILOS 500-V- |
| DTSCANG012996 | 101286 | DTSC | 5/1/2002 | |
| DTSCANG012996 | J00023 | DTSC | 8/29/2002 | |
| DTSCANG012996 | J00527 | DTSC | 11/6/2002 | |
| DTSCANG012996 | J00808 | DTSC | 2/4/2003 | |
| DTSCANG012996 | J01346 | DTSC | 4/28/2003 | |
| DTSCANG012996 | 05SM1626 | DTSC | 12/6/2005 | |
| DTSCANG012996; GRE03576 | 05SM2354 | DTSC | 1/31/2006 | |
| DTSCANG012996; GRE03576 | 06SM2720 | DTSC | 5/9/2006 | |
| DTSCANG012996; GRE03576 | 06SM1550 | DTSC | 1/26/2007 | |
| DTSCANG012996; GRE03576 | 06SM3054 | DTSC | 5/23/2007 | |
| AN016666-70 | 07SM2023 | DTSC | 11/5/2007 | |

| Bates | Invoice # | Category | Date | Amount (\$) |
|-------------------|------------------------|--|--------------------|---|
| AN016666-70 | 07SM2971 | DTSC | 2/4/2008 | |
| AN016666-70 | 08SM0787 | DTSC | 9/10/2008 | |
| AN016666-70 | 08SM1438 | DTSC | 10/27/2008 | ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, |
| DTSCANG012996 | Total DTSC Payments | DTSC | Through 1/25/2001 | 177,838.05 |
| AN016666-70 | Remaining DTSC Balance | DTSC | Through 10/27/2008 | 354,276.24 |
| AN006487 | 99-107 | Masson | 3/15/1999 | 13,336.96 |
| AN006578 | 98-115 | Masson | 4/12/1999 | 4,928.00 |
| AN006432 | 98-115-1 | Masson | 5/13/1999 | 5,477.92 |
| JK000219-JK000230 | NA | Purchase Agreement re amount paid for "remediation of the subject property" | 11/12/2000 | \$400,000.00 |
| TOTAL ANGELES | | | | 1,424,220.19 |

EXHIBIT B

Angeles v. McKesson Total Angeles Environmental Costs

| TOTAL ENVIRONMENTAL COSTS NCURRED BY ANGELES | | | | |
|--|-----------|-------------------------|------------|-------------|
| Bates | Invoice # | Category | Date | Amount (\$) |
| AN010466-7 | 237132 | Associated Labs | 6/12/2000 | 112.50 |
| 002012 | 2469 | Bill Ross Crane Service | 11/25/1981 | 14,000.00 |
| AN010486-88 | 0500-070 | BEII | 5/24/2000 | 6,000.00 |
| BEII-B00021245-6 | 1127 | BEII | 6/1/2000 | 2,500.00 |
| AN010483 | 0600-087 | BEII | 6/6/2000 | 7,080.00 |
| BEII-B00021311-2 | 1104 | BEII | 7/10/2000 | 250.00 |
| BEII-B00021309-10 | 1105 | BEII | 7/12/2000 | 3,200.00 |
| AN006755-7 | 59241 | BWS | 6/18/1999 | \$45.00 |
| AN010426-31 | 62185 | BWS | 11/12/1999 | \$6,586.20 |
| AN010444-5 | 62538 | BWS | 12/6/1999 | \$109.95 |
| AN010434-7 | 62543 | BWS | 12/6/1999 | \$4,138.60 |
| AN010422-7 | 63013 | BWS | 1/10/2000 | \$1,675.72 |
| AN010419-21 | 63997 | BWS | 3/9/2000 | \$567.61 |
| AN010438-9 | 64683 | BWS | 4/10/2000 | \$278.90 |
| AN010440-3 | 64689 | BW5 | 4/10/2000 | \$1,156.98 |
| AN010417-8 | 65365 | BWS | 5/30/2000 | \$210.50 |
| AN010414-6 | 65370 | BWS | 5/30/2000 | \$1,515.75 |
| AN010410-3 | 65983 | BWS | 6/19/2000 | \$956.55 |
| AN010403 | 66925 | BWS . | 7/21/2000 | \$5.35 |
| AN010407-8 | 66929 | BWS | 7/21/2000 | \$18.50 |
| AN010405-9 | 66926 | BWS | 7/21/2000 | \$86.50 |
| AN010399-402 | 67615 | BWS | 9/11/2000 | \$1,222.09 |
| AN010395-8 | 68215 | BWS | 10/9/2000 | \$1,181.20 |
| SCS5601 | 940407 | Dulin & Boynton | 1/31/1994 | 797.50 |
| AN007579 | 146686 | ENVIRON | 1/8/2001 | \$252.00 |

Angeles v. McKesson Total Angeles Environmental Costs

| Bates | Invoice # | Category | Date | Amount (\$) |
|----------|------------------|-----------------------------|------------|-------------|
| AN007580 | 146687 | ENVIRON | 1/8/2001 | \$1,065.75 |
| AN007581 | 147472 | ENVIRON | 1/8/2001 | \$609.62 |
| AN007582 | 148113 | ENVIRON | 1/8/2001 | \$128.63 |
| ER0002 | 99-601 | EREMCO | 6/5/1999 | \$15,600.00 |
| ER0003 | 98-1204 | EREMCO | 12/21/1998 | \$13,350.00 |
| ER0006 | 99-101 | EREMCO | 1/12/1999 | \$10,500.00 |
| ER0005 | 99-602 | EREMCO | 6/5/1999 | \$25,800.00 |
| ER0004 | 99-701 | EREMCO | 7/1/1999 | \$40,351.00 |
| 003298 | 4341 | H-F Drilling | 1/19/1990 | \$2,089.03 |
| 003300 | 4734 | H-F Drilling | 6/30/1990 | \$1,082.50 |
| 003299 | 4733 | H-F Drilling | 6/30/1990 | \$5,140.54 |
| 003301-3 | 7676 | H-F Drilling | 1/26/1994 | \$16,209.47 |
| AN006487 | 99-107 | Masson | 3/15/1999 | 13,336.96 |
| AN006578 | 98-115 | Masson | 4/12/1999 | 4,928.00 |
| AN006432 | 98-115-1 | Masson | 5/13/1999 | 5,477.92 |
| AN007573 | 13018 | Milhaly Schuyler & Mitchell | 3/9/2001 | 14,097.01 |
| | | i | | |
| AN007528 | N/A | Pacific Resource Recovery | 10/28/1998 | 1,800.00 |
| AN007571 | NA | SCHUYLER | 9/18/2000 | \$5,000.00 |
| AN007572 | NA | SCHUYLER | 1/4/2001 | \$6,000.00 |
| AN007573 | NA | SCHUYLER | 3/9/2001 | \$14,097.01 |
| AN005451 | 3006 | SCR | 4/20/1996 | 2,006.96 |
| AN005447 | 3012 | SCR | 5/17/1996 | 1,565.30 |
| AN010944 | 10679/185016.00 | SCS | 7/31/1989 | 145.00 |
| AN010952 | 11045/0185016.00 | SCS | 11/30/1989 | 362.95 |
| SCS5674 | 11285/0185016.01 | SCS | 1/31/1990 | 1,320.52 |

Angeles v. McKesson Total Angeles Environmental Costs

| Bates | Invoice # | Category | Date | Amount (\$) |
|-----------------------|----------------------|----------|------------|-------------|
| SCS5672; SCR0022009 | 11379/0185016.01 | SCS | 2/28/1990 | 10,150.95 |
| 001359 | 185016.01 | SCS Lab | 4/19/1990 | 510.00 |
| SCS5671;SCR0022008 | 11594/0185016.01 | SCS | 4/30/1990 | 1,098.79 |
| SCS5670; SCR0022007 | 11786/0185016.01 | SCS | 6/30/1990 | 3,101.96 |
| 001358 | 185016.02 | SCS Lab | 7/10/1990 | 6,300.00 |
| 001357 | 185016.02 | SCS Lab | 7/12/1990 | 225.00 |
| SCS5669; SCR0022006 | 11921/0185016.01 | SCS | 7/31/1990 | 8,557.28 |
| AN010956 | 12120/0185016.01 | SCS | 8/31/1990 | 930.85 |
| SCS5667; SCR0022004 | 12186/0185016.01 | SCS | 9/30/1990 | 384.01 |
| SCS5666; SCR0022003 | 12296/0185016.01 | SCS | 10/31/1990 | 2,332.55 |
| SCS5673; SCR0022010 | 12675/0185016.01 | SCS | 1/31/1991 | 769.20 |
| SCS5665; SCR0022002 | 14062/0185016.01 | SCS | 12/31/1991 | 433.75 |
| SCS5664; SCR0022001 | 14313/0185016.01 | SCS | 2/29/1992 | 1,950.17 |
| SCS5663; SCR0022000 | 14490/0185016.01 | SCS | 4/30/1992 | 1,605.04 |
| SCS5662; SCR0021999 | 14599/0185016.01 | SCS | 5/31/1992 | 1,346.92 |
| SCS5661; SCR0021998 | 14711/0185016.01 | SCS | 6/30/1992 | 697.05 |
| SCS5659; SCR0021996 | 14872/0185016.01 | SCS | 7/31/1992 | 3,520.37 |
| SCS5657; SCR0021998 | 14937/0185016.01 | SCS | 8/31/1992 | 1,724.63 |
| SCS5383 | 15007/0185016.02 | SCS | 9/30/1992 | 910.58 |
| SCS5656; SCR0021993 | 15008/0185016.01 | SCS | 9/30/1992 | 284.63 |
| SCS5655; SCR0021992 | 16040/0185016.01 | SCS | 10/31/1992 | 487.97 |
| SCS5653; SCR0021990 | 16324/0185016.01 | SCS | 12/31/1992 | 3,685.74 |
| 003274-5 | 16408/0105016.01 | SCS | 1/31/1993 | 895.63 |
| SCS5648; SCR0021985-6 | 16525/0185016.01 | SCS | 2/28/1993 | 3,757.12 |
| 003278-9 | 16625/0185016.01 | SCS | 3/31/1993 | 6,029.42 |
| 003280-1 | 16786/0185016.01 | SCS | 4/30/1993 | 9,764.44 |
| 003282-3 | 16859/0185016.01 | SCS | 5/31/1993 | 3,240.05 |
| SCS5630; 003284-5 | 16966/0185016.01 | SCS | 6/30/1993 | 2,038.42 |
| SCS5620; 5CR0021957-8 | 17111-REV/0185016.01 | SCS | 7/31/1993 | 4,925.64 |
| SCS5622; SCR0021959-9 | 17207/0185016.01 | SCS | 8/31/1993 | 6,726.36 |
| SCS5615; 003292-3 | 17253/0185016.01 | SCS | 9/30/1993 | 4,789.73 |
| SCS5612; 003294 | 17385-A/0185016.01 | SCS | 10/31/1993 | 3,434.29 |
| SCS5613; 003295 | 17385-B/0185016.01 | SCS | 10/31/1993 | 1,000.00 |

Angeles v. McKesson Total Angeles Environmental Costs

| Bates | Invoice # | Category | Date | Amount (\$) |
|-------------------------|------------------|----------|------------|-------------|
| SCS5609; 003296-7 | 17498/0185016.01 | SCS | 11/30/1993 | 5,251.79 |
| SCS5607; SCR0021944 | 17549/0185016.01 | SCS | 12/31/1993 | 3,231.14 |
| SCS5603;SCR0021940-1 | 17628/0185016.01 | SCS | 1/31/1994 | 18,224.28 |
| SCS5605 | 17627/0185016.03 | SCS | 1/31/1994 | 3,719.83 |
| SCS5597; AN006296-7 | 17708/0185016.01 | SCS | 2/28/1994 | 12,766.90 |
| SCS5599 | 17709/0185016.03 | SCS | 2/29/1994 | 1,777.00 |
| SCS5594; AN006292-3 | 17811/0185016.01 | SCS | 3/31/1994 | 12,638.76 |
| SCS5591; AN006294-5 | 17907/0185016.01 | SCS | 4/30/1994 | 2,781.29 |
| SCS5589; AN006291 | 17978/0185016.01 | SCS | 5/31/1994 | 1,063.17 |
| SCS5585; SCR0021922 | 18076/0185016.01 | SCS | 6/30/1994 | 617.24 |
| SCS5586 | 18077/0185016.03 | SCS | 6/30/1994 | 1,750.70 |
| SCS5581; SCR0021918-9 | 18189/0185016.01 | SCS | 7/31/1994 | 4,236.69 |
| SCS5583 | 18190/0185016.03 | SCS | 7/31/1994 | 6,213.32 |
| SCS5578; SCR0021915-6 | 18306/0185016.01 | SCS | 8/31/1994 | 4,979.54 |
| SCS5676 | 18290/0185016.03 | SCS | 8/31/1994 | 1,420.99 |
| SCS5574; SCR0021911-2 | 18370/0185016.01 | SCS | 9/30/1994 | 4,854.52 |
| SCS5571; SCR0021908 | 18540/0185016.01 | SCS | 10/31/1994 | 8,926.65 |
| SCS5568; SCR0021905-6 | 18569/0185016.01 | SCS | 11/30/1994 | 4,032.07 |
| SCS5565; SCR0021902-3 | 18701/0185016.01 | SCS | 12/31/1994 | 2,518.73 |
| SCS5562; SCR0021899-900 | 18789/0185016.01 | SCS | 1/31/1995 | 7,129.00 |
| SCS5560; SCR0021897 | 18887/0185016.01 | SCS | 2/28/1995 | 3,572.47 |
| SCS5557; SCR0021894-5 | 18979/0185016.01 | SCS | 3/31/1995 | 3,132.67 |
| SCS5555; 2BWS03456 | 19045/0185016.01 | SCS | 4/30/1995 | 3,780.08 |
| SCS5552; 2BWS03452-3 | 19137/0185016.01 | SCS | 5/31/1995 | 6,811.98 |
| SCS5548; 2BWS03449-50 | 19258/0185016.01 | SCS | 6/30/1995 | 3,961.78 |
| SCS5545; 2BWS03446-7 | 19306/0185016.01 | scs | 7/30/1995 | 2,209.25 |
| SCS5542; 2BWS03441-2 | 19409/0185016.01 | SCS | 8/31/1995 | 3,351.09 |
| SCS5541; 2BWS03434 | 19510/0185016.01 | SCS | 9/30/1995 | 2,462.01 |
| SCS5537; 2BWS03430-1 | 19634/0185016.01 | SCS | 10/31/1995 | 2,492.11 |
| AN005462 | 19745/0185016.01 | SCS | 11/30/1995 | 694.82 |
| AN005449 | 19856/0185016.01 | SCS | 12/31/1995 | 1,387.69 |
| AN005464-5 | 19916/0185016.01 | SCS | 1/31/1996 | 4,552.08 |
| AN005458; 2BWS03419-20 | 20017/0185016.01 | scs | 2/29/1996 | 9,303.56 |

Angeles v. McKesson Total Angeles Environmental Costs

| Bates | Invoice # | Category | Date | Amount (\$) |
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| AN005454 | 20120/0185016.01 | SCS | 3/31/1996 | 1,047.33 |
| AN005443-4 | 20189/0185016.01 | SCS | 4/30/1996 | 2,514.24 |
| AN005441 | 20258/0185016.01 | SCS | 5/31/1996 | 5,486.18 |
| AN005437; SCR0021858-9 | 20347/0185016.01 | SCS | 6/30/1996 | 11,103.41 |
| AN005434 | 20434/0185016.01 | SCS | 7/31/1996 | 8,805.38 |
| AN005431-2 | 20532/0185016.01 | SCS | 8/31/1996 | 3,877.30 |
| AN005428-9 | 20646/0185016.01 | SCS | 9/30/1996 | 6,565.58 |
| AN005424-5 | 20745/0185016.01 | SCS | 10/31/1996 | 6,901.86 |
| SCS5512; SCR0021849 | 20828/0185016.01 | SCS | 11/30/1996 | 2,951.92 |
| SCS5511; SCR0021848 | 20919/0185016.01 | SCS | 12/31/1996 | 9,645.78 |
| SCS5509; SCR0021846-7 | 20997/0185016.01 | SCS | 1/31/1997 | 4,818.30 |
| SCS5508; SCR0021845 | 21077/0185016.01 | SCS . | 2/28/1997 | 4,252.85 |
| SCS5506; SCR0021843 | 21161/0185016.01 | SCS | 3/31/1997 | 3,553.04 |
| SCS5504; SCR0021841 | 21258/0185016.01 | SCS | 4/30/1997 | 3,937.93 |
| SCS5502; SCR0021839 | 21348/0185016.01 | SCS | 5/31/1997 | 3,289.46 |
| SCS5501; SCR0021838 | 21482/0185016.01 | SCS | 6/30/1997 | 2,482.92 |
| SCS5500; SCR0021837 | 21672/0185016.01 | SCS | 7/31/1997 | 7,890.04 |
| SCS5499; SCR0021836 | 21721/0185016.01 | SCS | 8/31/1997 | 1,995.47 |
| SCS5498; SCR0021835 | 21816/0185016.01 | SCS | 9/30/1997 | 4,338.77 |
| AN007046 | 21916/0185016.01 | SCS | 10/31/1997 | 3,798.83 |
| AN007048-49 | 22011/0185016.01 | SCS | 11/30/1997 | 4,393.30 |
| AN007051-52 | 22150/0185016.01 | SCS | 12/31/1997 | 4,626.17 |
| AN007055 | 22242/0185016.01 | SCS | 1/31/1998 | 5,996.56 |
| AN007059-60 | 22359/0185016.01 | SCS | 2/28/1998 | 4,788.28 |
| SCS5490; AN007062-63 | 22525/0185016.01 | SCS | 3/31/1998 | 5,649.31 |
| SCS5489; AN007068 | 22568/0185016.01 | SCS | 4/30/1998 | 5,146.81 |
| SCS5488; AN007066 | 22723/0185016.01 | SCS | 5/31/1998 | 3,071.01 |
| SCS5487; AN007077-78 | 22845/0185016.01 | SCS | 6/30/1998 | 4,944.25 |
| SCS5486; AN007074-75 | 22989/0185016.01 | SCS | 7/31/1998 | 4,327.12 |
| SCS5485; AN007070 | 23143/0185016.01 | SCS | 8/31/1998 | 3,966.68 |
| SCS5483; SCR0021820-1 | 23259/0185016.01 | SCS | 9/30/1998 | 4,961.69 |
| SCS5482; SCR0021819 | 23379/0185016.01 | SCS | 10/31/1998 | 5,115.53 |
| SCS5480; SCR0021817-8 | 23540/0185016.01 | scs | 11/30/1998 | 7,987.94 |

Angeles v. McKesson Total Angeles Environmental Costs

| Bates | Invoice # | Category | Date | Amount (\$) |
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| SCS5402; SCR0022028 | 23682/0185016.04 | SCS | 12/31/1998 | 2,871.85 |
| SCS5479; SCR0027816 | 23643/0185016.01 | SCS | 12/31/1998 | 6,342.41 |
| SCS5404; SCR0022030 | 23780/0185016.04 | SCS | 1/31/1999 | 3,702.65 |
| SCS5478; SCR0021815 | 23790/0185016.01 | SCS | 1/31/1999 | 5,732.46 |
| SCS5403; SCR0022029 | 23946/0185016.04 | SCS | 2/28/1999 | 3,002.73 |
| SCS5421; SCR0022046 | 23891/0185016.05 | SCS | 2/28/1999 | 3,017.35 |
| SCS5477; SCR0021814 | 23892/0185016.01 | SCS | 2/28/1999 | 4,171.82 |
| SCS5401; SCR0022027 | 24012/0185016.04 | SCS | 3/31/1999 | 4,947.51 |
| SCS5419; SCR0022044-5 | 23993/0185016.05 | SCS | 3/31/1999 | 11,077.12 |
| SC55475; SCR0021812 | 23994/0185016.01 | SCS | 3/31/1999 | 2,482.05 |
| SCS5399; SCR0022025 | 24115/0185016.04 | scs | 4/30/1999 | 5,000.24 |
| SCS5415; SCR0022040 | 24114/0185016.05 | scs | 4/30/1999 | 5,383.46 |
| SCS5471; SCR0021808 | 24113/0185016.01 | scs | 4/30/1999 | 3,208.49 |
| SCS5685 | 24248/0185016.06 | SCS | 5/31/1999 | 494.00 |
| SCS5398; SCR0022024 | 24249/0185016.04 | scs | 5/31/1999 | 3,255.15 |
| SCS5413; SCR0022038 | 24242/0185016.05 | SCS | 5/31/1999 | 5,958.05 |
| SCS5470; SCR0021807 | 24241/0185016.01 | SCS | 5/31/1999 | 4,702.09 |
| SC55684 | 24450/0185016.06 | scs | 6/30/1999 | 7,112.45 |
| SCS5397; SCR0022023 | 24449/0185016.04 | scs | 6/30/1999 | 2,765.96 |
| SCS5412; SCR0022037 | 24379/0185016.05 | scs | 6/30/1999 | 2,741.26 |
| SCS5467; SCR0021804-5 | 24378/0185016.01 | scs | 6/30/1999 | 9,807.75 |
| SCS5683 | 24558/0185016.06 | scs | 7/31/1999 | 1,984.63 |
| SCS5396; SCR0022022 | 24557/0185016.04 | scs | 7/31/1999 | 569.63 |
| SCS5410; SCR0022035 | 24514/0185016.05 | SCS | 7/31/1999 | 4,558.10 |
| 5CS5465; SCR0021802-3 | 24513/0185016.01 | SCS | 7/31/1999 | 9,482.95 |
| SCS5682 | 24666/0185016.06 | scs | 8/31/1999 | 223.83 |
| SCS5461; SCR0021798-9 | 24645/0185016.01 | SCS | 8/31/1999 | 5,945.07 |
| SC\$4230 | 24741/0185016.01 | scs | 9/30/1999 | 4,213.38 |
| SCS5395; SCR0022021 | 24742/0185016.04 | SCS | 9/30/1999 | 506.30 |
| SCS5439; SCS6972-3 | 24914/0185016.01 | SCS | 10/31/1999 | 5,949.97 |
| SCS5394; SCR0022020 | 24856/0185016.04 | SCS | 10/31/1999 | 419.50 |
| SCS3764; SCR0021794 | 24982/01185016.01 | SCS | 11/30/1999 | 7,916.04 |
| SCS3765; SCR0022019 | 24998/01185016.04 | SCS | 11/30/1999 | 779.55 |

Angeles v. McKesson Total Angeles Environmental Costs

| Bates | Invoice # | Category | Date | Amount (\$) |
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| SCS3759; SCS6962-3 | 25098/01185016.01 | SCS | 12/31/1999 | 9,960.64 |
| \$CS3761; \$CR0021789 | 25099/01185016.05 | SCS | 12/31/1999 | 1,320.00 |
| SCS3753; SCS2820-24 | 25211/01185016.01 | SCS | 1/31/2000 | 9,451.10 |
| SCS3755; SCS5821-2 | 25212/01185016.05 | SCS | 1/31/2000 | 417.94 |
| SCS3756; AN004661 | 25230/01185016.04 | SCS | 1/31/2000 | 5,410.53 |
| SCS3746; AN004598-9 | 25328/01185016.01 | SCS | 2/29/2000 | 13,880.74 |
| SCS3748; AN004651-2 | 25401/01185016.04 | SCS | 2/29/2000 | 2,673.80 |
| SCS5435; AN004654-9 | 25321/1185016.01 | SCS | 3/6/2000 | 7,000.00 |
| SCS3739; SCS5806-7 | 25454/01185016.01 | SCS | 3/31/2000 | 13,133.19 |
| SCS3741; SCS5808-9 | 25497/01185016.04 | SCS | 3/31/2000 | 999.59 |
| SCS3731; AN004644-5 | 10082/01185016.01 | SCS | 4/30/2000 | 24,210.06 |
| SCS3733; SCS5388 | 10081/01185016.04 | SCS | 4/30/2000 | 772.30 |
| SCS3734; SCS5680 | 10240/01185016.06 | SCS | 6/13/2000 | 4,500.00 |
| 001112 | 8498 | Connect R. Laure | 44/46/4004 | 70 524 52 |
| | | Spencer & Jones | 11/16/1981 | 70,534.52 |
| 01106 | 8647 | Spencer & Jones | 1/7/1982 | 30,229.08 |
| 003305 | 7793 | State Board of Equalization | 6/14/1993 | 24,508.00 |
| 003304 | 7309C-E | Tonto | 11/29/1993 | 2,119.00 |
| DTSCANG012996 | 12680 | DTSC | 3/10/1994 | : |
| DTSCANG012996 | B00096 | DTSC | 1/19/1995 | |
| DTSCANG012996 | B00229 | DTSC | 3/27/1995 | |
| DTSCANG012996 | B00347 | DTSC | 6/26/1995 | ////////////////////////////////////// |
| DTSCANG012996 | C00076 | DTSC | 10/26/1995 | |
| DTSCANG012996 | C00302 | DTSC | 2/1/1996 | |
| DTSCANG012996 | C00435 | DTSC | 2/20/1996 | |
| DTSCANG012996 | C00612 | DTSC | 5/14/1996 | |
| DTSCANG012996 | 13530 | DTSC | 7/30/1997 | |
| DTSCANG012996 | E00315 | DTSC | 9/17/1997 | |
| DTSCANG012996 | E00433 | DTSC | 11/12/1997 | |
| DTSCANG012996 | E00718 | DTSC | 3/10/1998 | 2777747144 1 1 2 4 7 1 1 1 2 4 7 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 |

Angeles v. McKesson Total Angeles Environmental Costs

| Bates | Invoice # | Category | Date | Amount (\$) |
|---------------------------|---------------------|----------|--------------------|---|
| DTSCANG012996 | E00923 | DTSC | 6/8/1998 | |
| DTSCANG012996 | F00045 | DTSC | 9/14/1998 | · |
| DTSCANG012996 | F00319 | DTSC | 11/23/1998 | |
| DTSCANG012996 | F00561 | DTSC | 2/24/1999 | |
| DTSCANG012996 | F00847 | DTSC | 5/12/1999 | |
| DTSCANG012996 | G00093 | DTSC | 9/6/1999 | *************************************** |
| DTSCANG012996 | G00333 | DTSC | 11/1/1999 | |
| DTSCANG012996 | G00699 | DTSC | 2/7/2000 | 000000000000000000000000000000000000000 |
| DTSCANG012996 | G01050 | DTSC | 5/3/2000 | |
| DTSCANG012996 | H00281 | DTSC | 9/21/2000 | |
| DTSCANG012996 | H00436 | DTSC | 11/8/2000 | |
| DTSCANG012996 | H00825 | DTSC | 1/25/2001 | |
| DTSCANG012996 | H1174 | DTSC | 4/24/2001 | |
| DTSCANG012996 | 100070 | DTSC | 8/24/2001 | |
| DTSCANG012996 | 100460 | DTSC | 11/15/2001 | - |
| DTSCANG012996 | 100907 | DTSC | 1/31/2002 | |
| DTSCANG012996 | 101286 | DTSC | 5/1/2002 | |
| DTSCANG012996 | J00023 | DTSC | 8/29/2002 | |
| DTSCANG012996 | J00527 | DTSC | 11/6/2002 | |
| DTSCANG012996 | J00808 | DTSC | 2/4/2003 | |
| DTSCANG012996 | J013 ⁴ 6 | DTSC | 4/28/2003 | |
| DTSCANG012996 | 05SM1626 | DTSC | 12/6/2005 | |
| DTSCANG012996; GREVE03576 | 05SM2354 | DTSC | 1/31/2006 | |
| DTSCANG012996; GREVE03576 | 06SM2720 | DTSC | 5/9/2006 | |
| DTSCANG012996; GREVE03576 | 06SM1550 | DTSC | 1/26/2007 | |
| DTSCANG012996; GREVE03576 | 06SM3054 | DTSC | 5/23/2007 | |
| AN016666-70 | 07SM2023 | DTSC | 11/5/2007 | |
| AN016666-70 | 075M2971 | DTSC | 2/4/2008 | |
| AN016666-70 | 08SM0787 | DTSC | 9/10/2008 | |
| AN016666-70 | 08SM1438 | DTSC | 10/27/2008 | |
| DTSCANG012996 | Payments | DTSC | Through 1/25/2001 | 177,838.6 |
| AN016666-70 | Balance | DTSC | Through 10/27/2008 | 354,276.2 |

Angeles v. McKesson Total Angeles Environmental Costs

| Bates | Invoice # | Category | Date | Amount (\$) |
|-------------------|-----------|---|------------|--------------|
| JK000219-JK000230 | NA | Purchase Agreement re amount paid for "remediation of the subject property" | 11/12/2000 | \$400,000.00 |
| | \ | | | |
| TOTAL - ANGELES | | | | 1,967,257.13 |

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| Bates | Invoice # | Category | Date | Amount (\$) |
|-----------------------|-----------|-------------------------------|------------|-------------|
| JK000164 | 39817 | A&L Tractor Service | 7/24/2001 | 1,760.00 |
| GREV11297 | BL601075 | Alpha Scientific Corporation | 1/27/2006 | 190.00 |
| ALPHA00002; GREV00855 | BL602080 | Alpha Scientific Corporation | 3/6/2006 | 95.00 |
| ALPHA00003; GREV01112 | BL603113 | Alpha Scientific Corporation | 4/5/2006 | 4,374.00 |
| DTSCANG013760 | BL605067 | Alpha Scientific Corporation | 5/26/2006 | 95.00 |
| GREV11263 | BL606113 | Alpha Scientific Corporation | 7/6/2006 | 5,908.00 |
| GREV11262 | BL607015 | Alpha Scientific Corporation | 7/11/2006 | 190.00 |
| GREV11256 | BL610036 | Alpha Scientific Corporation | 10/10/2006 | 95.00 |
| GREV11249 | BL609103 | Alpha Scientific Corporation | 10/31/2006 | 6,145.00 |
| GREV11240 | BL611037 | Alpha Scientific Corporation | 11/10/2006 | 95.00 |
| DTSCANG013542 | BL611023 | Alpha Scientific Corporation | 12/1/2006 | 1,312.00 |
| GREV11243 | BL612048 | Alpha Scientific Corporation | 12/18/2006 | 6,190.00 |
| GREV11180 | BL703122 | Alpha Scientific Corporation | 3/27/2007 | 3,343.00 |
| GREV11201 | BL703155 | Alpha Scientific Corporation | 3/30/2007 | 197.00 |
| GREV11208 | BL706170 | Alpha Scientific Corporation | 7/9/2007 | 2,185.00 |
| GREV11200 | BL711057 | Alpha Scientific Corporation | 11/13/2007 | 190.00 |
| GREV11196 | BL712031 | Alpha Scientific Corporation | 12/12/2007 | 190.00 |
| GREV11195 | BL712079 | Alpha Scientific Corporation | 12/26/2007 | 1,845.00 |
| GREV11158 | GF805106 | Alpha Scientific Corporation | 5/23/2008 | 170.00 |
| GREV11154 | GF806074 | Alpha Scientific Corporation | 6/18/2008 | 190.00 |
| GREV11152 | GF806083 | Alpha Scientific Corporation | 6/23/2008 | 1,760.00 |
| GREV11150 | GF807043 | Alpha Scientific Corporation | 7/15/2008 | 190.00 |
| GREV11146 | GF807146 | Alpha Scientific Corporation | 7/31/2008 | 95.00 |
| GREV11147 | GF807140 | Alpha Scientific Corporation | 8/4/2008 | 95.00 |
| BEII-B00010645 | 111643461 | Asbury Environmental Services | 3/27/2003 | 2,162.91 |
| BEII-B00011118 | 112903162 | Asbury Environmental Services | 5/30/2003 | 551.11 |
| GREV00133-134 | 115086718 | Asbury Environmental Services | 9/11/2003 | 1,713.92 |
| GREV00228-229 | 119379314 | Asbury Environmental Services | 4/6/2004 | 2,007.89 |

Angeles v. McKesson Greve Invoice Spreadsheet

| GREV00034 | 19631 | B.L.M. Equipment Rentals, Inc. | 7/26/2001 | 4,286.00 |
|--------------------------|-----------|--------------------------------|------------|-----------|
| GREV01026 | 5355 | Baker Furnace | 5/5/2005 | 893.06 |
| GREV01020 | 5394 | Baker Furnace | 6/8/2005 | 2,163.00 |
| GREV01029 | 5434 | Baker Furnace | 7/12/2005 | 340.00 |
| GREV01273 | 5448 | Baker Furnace | 7/12/2005 | 517.60 |
| GREV01003 | 5454 | Baker Furnace | 7/19/2005 | 535.76 |
| DTSCANG013934 | 5493 | Baker Furnace | | 556.50 |
| | | | 8/30/2005 | |
| GREV01016 | 5505 | Baker Furnace | 9/15/2005 | 340.00 |
| GREV01013-4 | 5525 | Baker Furnace | 9/26/2005 | 1,042.43 |
| DTSCANG013923 | 5554 | Baker Furnace | 10/17/2005 | 340.00 |
| DTSCANG013937 | 5587 | Baker Furnace | 10/31/2005 | 101.77 |
| DTSCANG013914-15 | 5661 | Baker Furnace | 12/28/2005 | 170.00 |
| GREV00189 | 030609MP1 | Blaine Tech Services, Inc. | 6/20/2003 | 4,721.75 |
| GREV00190 | 031209ZM1 | Blaine Tech Services, Inc. | 12/12/2003 | 3,304.00 |
| GREV00238-9 | 040318MP1 | Blaine Tech Services, Inc. | 3/22/2004 | 3,140.00 |
| GREV00231 | 040614CD1 | Blaine Tech Services, Inc. | 6/17/2004 | 2,812.00 |
| GREV00233 | 040913CG1 | Blaine Tech Services, Inc. | 9/15/2004 | 2,872.00 |
| GREV00261-262 | 041215AS1 | Blaine Tech Services, Inc. | 12/17/2004 | 2,884.00 |
| GREV00300-301 | 050311MP1 | Blaine Tech Services, Inc. | 3/14/2005 | 1,876.00 |
| GREV00843 | 050603CG1 | Blaine Tech Services, Inc. | 6/6/2005 | 2,650.00 |
| GREV00835-6 | 050919FS1 | Blaine Tech Services, Inc. | 9/20/2005 | 2,600.00 |
| GREV00831-832 | 051216SA1 | Blaine Tech Services, Inc. | 12/20/2005 | 2,886.00 |
| GREV00827; 829 | 060324ES1 | Blaine Tech Services, Inc. | 3/27/2006 | 2,837.00 |
| GREV11271 | 060616AW1 | Blaine Tech Services, Inc. | 6/19/2006 | 2,700.00 |
| GREV11255 | 060919DB1 | Blaine Tech Services, Inc. | 9/21/2006 | 2,575.00 |
| GREV11247 | 061207MP1 | Blaine Tech Services, Inc. | 12/11/2006 | 2,880.00 |
| | | | 91999441 | |
| BEII-B00021236-7 | 1131 | BEII | 9/7/2000 | 493.75 |
| AN10474 | 1141 | BEII | 9/27/2000 | 550.00 |
| BEII-B00021182-3 | 1152 | BEII | 11/2/2000 | 3,000.00 |
| JK000502 | 1148 | BEII | 11/2/2000 | 955.00 |
| BEII-B00021157; JK000372 | 1161 | BEII | 12/19/2000 | 35,858.05 |

Angeles v. McKesson Greve Invoice Spreadsheet

| JVK00000249; BEII-B00021120 | 1174 | BEII | 1/19/2001 | 27,466.75 |
|--|------|--------|------------|-----------|
| GREV00015; JVK00000250; BEII-B00021118-9 | 1175 | BEII | 1/19/2001 | 8,391.30 |
| GREV00012 | 1167 | BEII | 1/22/2001 | 4,345.00 |
| GREV00013 | 1173 | BEII | 2/14/2001 | 560.00 |
| GREV00016; GREV00094; JK000120 | 1177 | BEII | 3/1/2001 | 1,466.25 |
| GREV00017; GREV00094 | 1182 | BEII | 3/8/2001 | 280.00 |
| GREV00018-20; GREV00090 | 1189 | BEII | 4/6/2001 | 7,267.50 |
| GREV00021; GREV00094 | 1195 | BEII | 5/1/2001 | 910.00 |
| GREV00022-23 | 1202 | BEII | 6/5/2001 | 3,360.00 |
| GREV00024-25 | 1214 | BEII | 7/9/2001 | 2,170.00 |
| GREV00026 | 1220 | BEII | 8/3/2001 | 21,922.86 |
| GREV00027-28 | 1225 | BEII | 8/9/2001 | 2,590.00 |
| GREV00030 | 1243 | BEII | 11/12/2001 | 3,885.00 |
| GREV00031 | 1244 | BEII | 11/12/2001 | 935.00 |
| GREV00100-101 | 1255 | BEII | 1/9/2002 | 5,500.00 |
| GREV00105 | 1258 | BEII | 1/24/2002 | 1,866.00 |
| GREV00109 | 1262 | BEII . | 1/28/2002 | 897.00 |
| GREV00104 | 1267 | BEII | 2/12/2002 | 29,341.75 |
| GREV00110 | 1270 | BEII | 3/4/2002 | 3,439.00 |
| GREV00111-112 | 1298 | BEII | 7/24/2002 | 7,548.25 |
| GREV00121, 124-6 | 1308 | BEII | 9/6/2002 | 50,933.75 |
| GREV00115 | 1322 | BEII | 12/12/2002 | 8,946.00 |
| GREV00116-117; DSI00000358-60 | 1324 | BEII | 1/6/2003 | 14,227.00 |
| GREV00118-119 | 1329 | BEII | 2/3/2003 | 37,765.08 |
| GREV00164; 168 | 1337 | BEII | 4/9/2003 | 14,768.00 |
| BEII-B00020651 | 1346 | BEII | 5/1/2003 | 3,099.83 |
| GREV00160-162 | 1347 | BEII | 5/5/2003 | 19,803.50 |
| GREV00152-153; 158 | 1352 | BEII | 7/11/2003 | 20,211.05 |
| BEII-B00020622 | 1360 | BEII | 8/5/2003 | 54,854.81 |
| GREV00150-151 | 1364 | BEII | 8/12/2003 | 5,172.50 |
| BEII-B00019313 | 1367 | BEII | 8/14/2003 | 2,362.50 |
| GREV00145-146; 149 | 1373 | BEII | 9/11/2003 | 4,233.75 |
| GREV00142-144 | 1381 | BEII | 10/7/2003 | 16,008.19 |
| DTSC-500385-386; GREV00194 | 1387 | BEII | 10/28/2003 | 15,243.00 |

Angeles v. McKesson Greve Invoice Spreadsheet

| GREV00196-198 | 1396 | BEII | 12/2/2003 | 5,715.00 |
|------------------------|--------|--------------------------|------------|-----------|
| GREV00199-201 | 1404 | BEII | 1/13/2004 | 6,880.00 |
| BEII-B00021362-3 | 1407 | BEII | 1/29/2004 | 8,873.97 |
| GREV00202-204 | 1409 | BEII | 2/5/2004 | 2,945.00 |
| GREV00214-215 | 1418 | BEII | 3/4/2004 | 3,777.50 |
| GREV00234-236 | 1422 | BEII | 4/8/2004 | 5,052.50 |
| BEII-B00021464-73 | 1424 | BEII | 4/13/2004 | 7,450.00 |
| GREV00219-221; 223-224 | 1429 | BEII | 5/6/2004 | 17,983.75 |
| GREV00257; 259-260 | 1436 | BEII | 6/8/2004 | 4,045.00 |
| GREV00266-267 | 1441 | BEII | 7/8/2004 | 4,693.75 |
| JVK00000377-378 | 1444 | BEII | 8/10/2004 | 5,232.50 |
| JVK00000381-382 | 1448 | BEII | 9/7/2004 | 5,112.50 |
| GREV00846 | 802681 | Boart Longyear | 8/10/2005 | 86.60 |
| GREV03020 | 889977 | Boart Longyear | 9/25/2006 | 108.25 |
| GREV03202 | 19207 | Carbon Activated Corp. | 6/25/2007 | 8,443.50 |
| GREV11153 | 21084 | Carbon Activated Corp. | 7/8/2008 | 5,202.00 |
| GREV11193 | 20277 | Carbon Activated Corp. | 1/30/2008 | 4,518.00 |
| JK000167-183 | 3470 | Century Sand & Gravel | 7/21/2001 | 4,599.00 |
| JK000166 | NA | Century Sand & Gravel | 7/24/2001 | 1,095.00 |
| GREV11295 | NA NA | City of Santa Fe Springs | 2/8/2006 | 420.00 |
| GREV11261 | NA | City of Santa Fe Springs | 9/20/2006 | 570.00 |
| GREV11142 | NA , | City of Santa Fe Springs | 10/28/2008 | 205.00 |
| GREV00633-635 | 1531 | Clean Soil, Inc. | 2/7/2004 | 5,355.00 |
| CSI00000168-172 | 1522 | Clean Soil, Inc. | 10/12/2004 | 4,240.00 |
| GREV00627-629 | 1523 | Clean Soil, Inc. | 11/2/2004 | 4,342.50 |
| GREV00630-632 | 1526 | Clean Soil, Inc. | 12/7/2004 | 6,403.75 |
| CSI00000189 | 1527 | Clean Soil, Inc. | 1/6/2005 | 4,270.00 |
| CSI00000190 | 1528 | Clean Soil, Inc. | 1/6/2005 | 1,241.25 |
| GREV00636-637 | 1533 | Clean Soil, Inc. | 3/2/2005 | 1,602.50 |

Angeles v. McKesson Greve Invoice Spreadsheet

| GREV00660 | 1534 ^{**} | Clean Soil, Inc. | 6/7/2006 | 3,825.00 |
|-----------|--------------------|------------------|------------|----------|
| GREV00661 | 1535 / | Clean Soil, Inc. | 6/7/2006 | 4,095.00 |
| GREV00662 | 1536 | Clean Soil, Inc. | 6/7/2006 | 4,185.00 |
| GREV00663 | 1537 | Clean Soil, Inc. | 6/7/2006 | 3,915.00 |
| GREV11233 | 1538 | Clean Soil Inc. | 12/31/2006 | 4,590.00 |
| GREV11232 | 1539 | Clean Soil Inc. | 12/31/2006 | 4,387.50 |
| GREV11231 | 1540 | Clean Soil Inc. | 12/31/2006 | 4,308.75 |
| GREV11230 | 1541 | Clean Soil Inc. | 1/30/2007 | 4,200.00 |
| GREV11215 | 4 | Clean Soil, Inc. | 10/1/2007 | 997.30 |
| GREV11216 | 5 . | Clean Soil, Inc. | 10/4/2007 | 180.00 |
| GREV11211 | 9 \ | Clean Soil, Inc. | 10/15/2007 | 270.00 |
| GREV11210 | 8 | Clean Soil, Inc. | 10/15/2007 | 330.00 |
| GREV11204 | 18 | Clean Soil, Inc. | 11/17/2007 | 1,700.00 |
| GREV11209 | 23 | Clean Soil, Inc. | 11/21/2007 | 680.00 |
| GREV11202 | 29 | Clean Soil, Inc. | 12/20/2007 | 1,425.00 |
| GREV11205 | 32 | Clean Soil, Inc. | 12/31/2007 | 3,485.00 |
| GREV11198 | 34 | Clean Soil, Inc. | 1/9/2008 | 1,912.50 |
| GREV11197 | 35 | Clean Soil, Inc. | 1/9/2008 | 680.00 |
| GREV11199 | 39 | Clean Soil, Inc. | 1/23/2008 | 3,570.00 |
| GREV11190 | 45 | Clean Soil, Inc. | 2/15/2008 | 425.00 |
| GREV11188 | 51 | Clean Soil, Inc. | 3/24/2008 | 510.00 |
| GREV11172 | 59 | Clean Soil, Inc. | 4/15/2008 | 850.00 |
| GREV11169 | 63 | Clean Soil, Inc. | 5/9/2008 | 1,340.00 |
| GREV11168 | 68 | Clean Soil, Inc. | 5/24/2008 | 850.00 |
| GREV11167 | 69 | Clean Soil, Inc. | 6/2/2008 | 1,700.00 |
| GREV11164 | 73 | Clean Soil, Inc. | 6/26/2008 | 1,700.00 |
| GREV11163 | 72 | Clean Soil, Inc. | 6/26/2008 | 85.00 |
| GREV11155 | 74 | Clean Soil, Inc. | 7/5/2008 | 1,700.00 |
| GREV11151 | 80 | Clean Soil, Inc. | 8/12/2008 | 830.00 |
| GREV11148 | 85 | Clean Soil, Inc. | 9/19/2008 | 1,085.00 |
| GREV11143 | 89 | Clean Soil, Inc. | 10/6/2008 | 1,120.00 |
| GREV11140 | 97 | Clean Soil, Inc. | 11/11/2008 | 1,590.00 |
| GREV11139 | 100 | Clean Soil, Inc. | 12/1/2008 | 1,280.00 |
| GREV11309 | 102 | Clean Soil, Inc. | 12/8/2008 | 1,270.00 |

Angeles v. McKesson Greve Invoice Spreadsheet

| GREV11312 | 106 | Clean Soil, Inc. | 1/16/2009 | 1,110.00 |
|----------------|---|--------------------------|------------|----------|
| GREV11313 | 109 | Clean Soil, Inc. | 1/29/2009 | 1,405.00 |
| | ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, | | | |
| GREV00870-2 | GRE-FS-072605 | Clear Blue Environmental | 9/8/2005 | 533.03 |
| GREV02972 | GRE-ES-051606 | Clear Blue Environmental | 6/12/2006 | 1,098.13 |
| GREV11170 | ACC-040808 | Clear Blue Environmental | 4/24/2008 | 1,607.46 |
| GREV00084 | 01-903 | EREMCO | 9/19/2001 | 122.28 |
| JK000191 | 130730 | EZE Trucking | 7/17/2001 | 1,701.30 |
| GREV00786 | 602 | Fernal Properties, Inc. | 3/1/2006 | 1,695.76 |
| GREV01049 | 603 (| Fernal Properties, Inc. | 4/3/2006 | 700.00 |
| GREV01047-1048 | 605 | Fernal Properties, Inc. | 5/13/2006 | 300.00 |
| GREV03032 | 606 | Fernal Properties, Inc. | 6/3/2006 | 325.00 |
| GREV03030 | 610 | Fernal Properties, Inc. | 6/30/2006 | 200.93 |
| GREV11260 | 613 | Fernal Properties, Inc. | 8/29/2006 | 75.00 |
| GREV03024 | 614 | Fernal Properties, Inc. | 10/6/2006 | 50.00 |
| DTSCANG013514 | 616 | Fernal Properties, Inc. | 11/12/2006 | 381.21 |
| GREV11185 | 715 | Fernal Properties, Inc. | 8/15/2007 | 325.00 |
| GREV11186 | 713 | Fernal Properties, Inc. | 9/28/2007 | 150.00 |
| GREV11187 | 716 | Fernal Properties, Inc. | 10/12/2007 | 100.00 |
| GREV11184 | 721 | Fernal Properties, Inc. | 11/12/2007 | 200.00 |
| GREV11183 | 720 | Fernal Properties, Inc. | 11/15/2007 | 150.00 |
| GREV11182 | 722 | Fernal Properties, Inc. | 12/10/2007 | 150.00 |
| GREV11181 | 719 | Fernal Properties, Inc. | 12/17/2007 | 308.14 |
| GREV11177 | 801 | Fernal Properties, Inc. | 1/7/2008 | 157.24 |
| GREV11176 | 802 | Fernal Properties, Inc. | 1/22/2008 | 248.51 |
| GREV11175 | 804 | Fernal Properties, Inc. | 1/29/2008 | 50.00 |
| GREV11174 | 805 | Fernal Properties, Inc. | 3/12/2008 | 200.00 |
| GREV11173 | 806 | Fernal Properties, Inc. | 4/11/2008 | 250.00 |
| GREV11159 | 807 | Fernal Properties, Inc. | 5/13/2008 | 100.00 |
| GREV11161 | 808 | Fernal Properties, Inc. | 6/5/2008 | 643.47 |
| GREV11160 | 809 | Fernal Properties, Inc. | 6/5/2008 | 128.77 |

Angeles v. McKesson Greve Invoice Spreadsheet

| GREV11162 | 810 | Fernal Properties, Inc. | 6/17/2008 | 175.00 |
|-----------------|-----------|--------------------------------------|------------|------------|
| GREV11141 | 812 | Fernal Properties, Inc. | 9/18/2008 | 200.00 |
| GREV11138 | 818 | Fernal Properties, Inc. | 11/1/2008 | 682.99 |
| GREV11289 | 80300 | Foster & Sons | 2/28/2006 | 600.00 |
| GREV11156 | 5973 ", | Foster & 5ons | 6/7/2008 | 144.00 |
| DTSC-2 01154-55 | 847 | Frontier Environmental Services, Inc | 5/9/2003 | 109,043.00 |
| GREV00864 | S13639100 | George T. Hall Company, Inc. | 3/23/2006 | 51.55 |
| GREV00865 | 46360 | Geotechnical Services, Inc. | 9/21/2005 | 470.81 |
| JK000189 | 11944 | Hydraulic Cranes | 7/17/2001 | 1,970.00 |
| GREV00066 | 01153-1 | Interphase | 7/19/2001 | 1,577.00 |
| GREV00191-193 | 1027F | Layne Christensen Company | 7/23/2003 | 30,210.00 |
| GREV00132 | NA | Lyn/Mar Company | 3/24/2003 | 150.00 |
| GREV00131 | 03-128 | Masson | 7/8/2003 | 4,678.00 |
| JK000184-6 | 117106 | Monte Collins | 7/18/2001 | 808.00 |
| GREV00272 | 41201 | ProHydro Inc. | 12/19/2004 | 660.00 |
| GREV00268; 271 | 41202 | ProHydro Inc. | 12/20/2004 | 4,694.00 |
| GREV00273-274 | 50301 | ProHydro Inc. | 3/9/2005 | 197.39 |
| GREV01080-82 | 5120501 | ProHydro Inc. | 12/5/2005 | 455.50 |
| GREV02992 | 6062221 | ProHydro Inc. | 6/22/2006 | 282.45 |
| GREV11246 | 702091GRE | ProHydro Inc. | 2/9/2007 | 11,628.19 |
| GREV11223 | 705241GRE | ProHydro Inc. | 5/24/2007 | 1,322.98 |
| GREV11214 | I-708296 | ProHydro Inc. | 8/29/2007 | 685.29 |
| GREV11207 | I-7112301 | ProHydro Inc. | 11/23/2007 | 685.29 |

Angeles v. McKesson Greve Invoice Spreadsheet

| GREV11194 | I-8021305 | ProHydro Inc. | 2/13/2008 | 590.11 |
|--|------------|-----------------------------------|------------|-----------|
| GREV11166 | I-8052233 | ProHydro Inc. | 5/22/2008 | 636.86 |
| GREV11149 | I-8082577 | ProHydro Inc. | 8/25/2008 | 765.84 |
| GREV11137 | I-8112693 | ProHydro Inc. | 11/26/2008 | 1,270.00 |
| GREV11311 | I-8112693 | ProHydro Inc. | 11/26/2008 | 427.43 |
| | | | | |
| GREV00075 | 0105747-IN | Sinclair | 7/18/2001 | 151.63 |
| GREV00068 | 0105908-IN | Sinclair | 7/23/2001 | 15,165.36 |
| GREV00069 | 0105918-JN | Sinclair | 7/23/2001 | 314.92 |
| GREV00241 | 1624139 | South Coast Air Quality Managemer | 10/19/2004 | 320.66 |
| GREV00297-298 | 1651819 | South Coast Air Quality Managemer | 3/1/2005 | 1,488.72 |
| GREV11229 | 1846635 | South Coast Air Quality Managemer | 2/20/2007 | 81.89 |
| GREV11227 | 1846634 | South Coast Air Quality Managemer | 2/20/2007 | 1,656.94 |
| GREV11221 | 1846635 | South Coast Air Quality Managemer | 7/17/2007 | 102.36 |
| GREV11179 | 1935771 | South Coast Air Quality Managemer | 1/2/2008 | 954.71 |
| GREV11178 | 1934524 | South Coast Air Quality Managemer | 1/2/2008 | 99.09 |
| | \ | | | |
| GREV00079 | N10791 | STS | 7/26/2001 | 1,950.00 |
| GREV00080 | N10778 | STS | 7/26/2001 | 3,150.00 |
| GREV00175; 187; BEII-B000114555 (Invoice | | | | |
| for \$15,641.00 - \$9,000 paid by Greve | | | | |
| (remainder paid by BEI) | BL211058 | STS | 12/12/2002 | 9,000.00 |
| GREV00175; 181 | BL309135 | STS | 9/29/2003 | 195.00 |
| GREV00175; 186 | BL309179 | STS | 9/30/2003 | 120.00 |
| GREV00175; 179 | BL310039 | STS | 10/7/2003 | 120.00 |
| GREV00175; 185 | BL310083 | STS | 10/13/2003 | 120.00 |
| GREV00175; 180 | BL310134 | STS | 10/22/2003 | 120.00 |
| GREV00175-176 | BL310117 | STS | 10/27/2003 | 1,040.00 |
| GREV00175; 177 | BL310110 | STS | 10/27/2003 | 810.00 |
| GREV00175; 178 | BL310098 | STS | 10/27/2003 | 970.00 |
| GREV00244 | BL312074 | STS | 11/9/2003 | 600.00 |
| GREV00175; 184 | BL312074 | STS | 12/29/2003 | 1,930.00 |
| GREV00175; 183 | BL312084 | STS | 12/31/2003 | 2,257.00 |

Angeles v. McKesson Greve Invoice Spreadsheet

| GREV00175; 182 | BL312109 | STS | 12/31/2003 | 510.00 |
|----------------|-------------|---------------------|------------|----------|
| GREV00245 | BL402079 | STS | 2/20/2004 | 115.00 |
| GREV00246 | BL402087 | STS | 3/5/2004 | 470.00 |
| GREV00243 | BL402087 | STS | 3/5/2004 | 185.00 |
| GREV00306 | BL409167 | STS | 10/4/2004 | 255.00 |
| GREV00304 | BL412082 | STS | 12/20/2004 | 120.00 |
| GREV00305 | BL412115 | STS | 12/22/2004 | 230.00 |
| GREV00639 | BL412111 | STS | 12/30/2004 | 3,506.00 |
| STC001514 | BL412114 | STS | 12/30/2004 | 2,890.00 |
| GREV00625; 642 | BL503064 | STS | 4/6/2005 | 6,789.00 |
| GREV00859 | BL506Ö31 | STS | 6/15/2005 | 6,924.00 |
| GREV01125 | BL509112/ | STS | 9/30/2005 | 5,216.00 |
| GREV11296 | BL512108 | STS | 1/3/2006 | 5,026.00 |
| DTSCANG013696 | 32460 | Suburban Propane | 8/3/2005 | 355.64 |
| DTSCANG013699 | 1388 | Suburban Propane | 8/21/2005 | 372.88 |
| DTSCANG013702 | 32961 | Suburban Propane | 9/2/2005 | 811.83 |
| DTSCANG013705 | 33113 | Suburban Propane | 9/14/2005 | 711.24 |
| DTSCANG013706 | 76308 | Suburban Propane | 9/23/2005 | 66.95 |
| GREV01069-70 | 33391 | Suburban Propane | 10/3/2005 | 379.76 |
| GREV01073 | 33499 | Suburban Propane | 10/10/2005 | 853.18 |
| GREV01076 | 33639 | Suburban Propane | 10/18/2005 | 1,011.79 |
| GREV01079 | 33717 | Suburban Propane | 10/24/2005 | 391.45 |
| GREV01085 | 33867 | Suburban Propane | 11/1/2005 | 895.48 |
| GREV11293 | 33950 | Suburban Propane | 11/3/2005 | 641.79 |
| GREV11292 | 340143 | Suburban Propane | 12/23/2005 | 1,022.53 |
| GREV01053-1055 | 341671 | Suburban Propane | 4/13/2006 | 873.52 |
| GREV11270 | 1654-042987 | Suburban Propane | 7/6/2006 | 1,046.34 |
| GREV11266 | 1654-042987 | Suburban Propane | 7/14/2006 | 60.00 |
| GREV11220 | 121325 | Suburban Propane | 7/14/2007 | 60.00 |
| DTSCANG013940 | к6F09ЈК | The Digivac Company | 6/9/2006 | 496.00 |
| GREV00986 | 1561 | The Leu Group | 3/18/2003 | 9,845.36 |

Angeles v. McKesson Greve Invoice Spreadsheet

| GREV00293-294 | 1243 | The Leu Group | 2/12/2005 | 390.00 |
|----------------------|---------|---------------|------------|-----------|
| GREV00275-276 | 1258 | The Leu Group | 2/19/2005 | 585.00 |
| GREV00279-280 | 1271 | The Leu Group | 3/19/2005 | 10,944.04 |
| GREV00289-291 | 1287 | The Leu Group | 3/26/2005 | 4,480.00 |
| GREV00314 | 1299 | The Leu Group | 4/2/2005 | 2,455.77 |
| GREV00311 | 1306 | The Leu Group | 4/9/2005 | 2,720.00 |
| LEU001933-5 | 1318 | The Leu Group | 4/16/2005 | 6,400.00 |
| LEU001928 | 1322 | The Leu Group | 4/30/2005 | 11,030.00 |
| LEU001922-7 | 1328 | The Leu Group | 5/7/2005 | 7,573.75 |
| LEU001918-21 | 1336 | The Leu Group | 5/14/2005 | 1,227.53 |
| GREV00955 | 1344 | The Leu Group | 5/21/2005 | 1,423.21 |
| GREV00948 | 1407 | The Leu Group | 8/27/2005 | 1,260.00 |
| GREV00931; 944 | 1414 ., | The Leu Group | 9/3/2005 | 3,920.00 |
| LEU001900 | 1421 | The Leu Group | 9/10/2005 | 1,907.50 |
| GREV00926 | 1430 | The Leu Group | 9/17/2005 | 1,155.00 |
| GREV00919 | 1437 | The Leu Group | 10/1/2005 | 2,980.50 |
| GREV01177; GREV11298 | 1444 | The Leu Group | 10/15/2005 | 800.00 |
| GREV00906; 996 | 1484 | The Leu Group | 12/3/2005 | 1,280.00 |
| GREV01231 | 1541 | The Leu Group | 2/11/2006 | 5,979.38 |
| GREV00974 | 1550 | The Leu Group | 3/4/2006 | 10,980.00 |
| GREV00895; 01159 | 1566 | The Leu Group | 4/1/2006 | 4,719.78 |
| GREV00744 | 1576 | The Leu Group | 4/10/2006 | 1,414.58 |
| GREV01139/03146 | 1580 | The Leu Group | 4/22/2006 | 616.08 |
| GREV00737 | 1590 | The Leu Group | 5/6/2006 | 2,420.03 |
| GREV03014 | 1607 | The Leu Group | 5/20/2006 | 648.06 |
| GREV00757 | 1615 | The Leu Group | 6/10/2006 | 1,920.00 |
| GREV02995 | 1622 | The Leu Group | 6/26/2006 | 320.00 |
| GREV02976 | 1638 | The Leu Group | 7/22/2006 | 4,801.60 |
| GREV02985 | 1656 | The Leu Group | 8/5/2006 | 480.00 |
| DTSCANG013342 | 1669 | The Leu Group | 9/2/2006 | 3,117.50 |
| GREV11257 | 1679 | The Leu Group | 9/16/2006 | 1,120.00 |
| GREV03045 | 1686 | The Leu Group | 9/30/2006 | 5,951.02 |
| GREV11248 | 1699 | The Leu Group | 10/14/2006 | 5,929.10 |
| GREV11244 | 1717 | The Leu Group | 11/25/2006 | 4,995.00 |

Angeles v. McKesson Greve Invoice Spreadsheet

| GREV11241 | 1735 | The Leu Group | 12/16/2006 | 4,800.00 |
|--|---------------------|--|-------------------|---------------|
| DTSCANG013598; GREV03039 | 1743 | The Leu Group | 1/6/2007 | 3,625.00 |
| GREV03179 | 1761 | The Leu Group | 1/20/2007 | 360.00 |
| GREV11234 | 1772 | The Leu Group | 2/22/2007 | 2,745.31 |
| GREV11235 | 1778 | The Leu Group | 2/24/2007 | 1,138.59 |
| GREV11226 | 1800 | The Leu Group | 3/25/2007 | 200.00 |
| GREV11225 | 1817 | The Leu Group | 4/21/2007 | 1,851.60 |
| GREV11222 | 1826 | The Leu Group | 5/6/2007 | 2,470.00 |
| GREV03207 | 1836 | The Leu Group | 5/19/2007 | 780.00 |
| GREV03209 | 1847 | The Leu Group | 6/9/2007 | 3,297.50 |
| GREV11308 | 1857 | The Leu Group | 6/23/2007 | 292.50 |
| GREV11219 | 1870 | The Leu Group | 7/21/2007 | 5,180.00 |
| GREV11218 | 1876 | The Leu Group | 8/12/2007 | 6,313.98 |
| GREV11217 | 1885 | The Leu Group | 8/26/2007 | 18,468.76 |
| GREV11206 | 1892 | The Leu Group | 9/8/2007 | 5,760.00 |
| GREV00072 | 7-301 / | Thomas D. Beck | 7/17/2001 | 250.00 |
| GREV00083 | 7-061-2001 | Thomas D. Beck | 7/27/2001 | 250.00 |
| GREV11165 | 7-1100 | USA Consolidators, Inc. | 6/15/2008 | 5,000.00 |
| GREV00866 | M32667 | Vossler Co. | 8/8/2005 | 117.99 |
| GREV11314-6 | Clean Loan Interest | Clean Loan | 2/1/2004-1/1/2009 | 182,469.88 |
| JK000219-JK000230 | NA | Purchase Agreement re amount paid for "remediation of the subject property" - Credit to Greve | 11/12/2000 | -\$400,000.00 |
| TOTAL GREVE | | | | \$981,214.46 |
| *Greve reserves the right to add and/or | | | | |
| supplement any invoices at the time of trial | | and the second s | | |

| | | FOR COURT USE ONLY | | | |
|--|--|--|--|--|--|
| | UNITED STATES DISTRICT COURT CENTRAL DISTRICT OF CALIFORNIA | | | | |
| Angeles Chemical, et al. v. McKesson (| Corporation, et al. | | | | |
| Jeffery L. Caufield (SBN 166524) Kenneth E. James (SBN 173775) CAUFIELD & JAMES, LLP 2851 Camino Del Rio South, Suite 410 San Diego, CA 92108 | 6524) Tel: (619) 325-0441 Fax: (619) 325-0231 | | | | |
| Attorney(s) for: Plaintiffs/Counter- Defendants, Angeles Chemical Co., Greve Financial Services, Inc., and John Locke | Date: Time: Dept.: 17 | Case Number: CV01-10532 TJH (Ex) | | | |
| PRO | OOF OF SERVICE | | | | |
| I, the undersigned, declare: I am employed in the County of San Diego, State of California. I am over the age of 18 years and not a party to this action. My business address is 2851 Camino Del Rio South, Suite 410, San Diego, California 92108. I served a copy of the following document(s): | | | | | |
| ANGELES CHEMICAL COMPANY, SERVICES, INC.'S SUPP | , INC., JOHN LOCKE LEMENTAL FRCP 26 | , AND GREVE FINANCIAL 5 DISCLOSURES | | | |
| ☐ (BY MAIL) I caused each such envelope to be sealed and placed for collection and mailing from my business address. I am readily familiar with Caufield & James' practice for collection and processing of correspondence for mailing, said practice being that in the ordinary course of business mail is deposited with the postage thereon fully prepaid in the United States Postal Service the same day as it is placed for collection. I am aware that upon motion of the party served, service is presumed invalid if the postal cancellation date or postage meter date on the envelope is more than one day after the date of deposit for mailing contained in this affidavit. | | | | | |
| ☐ (BY OVERNIGHT MAIL) I am readily familiar with the practice of Caufield & James for the collection and processing of correspondence for overnight delivery and know that the document(s) described herein will be deposited in a box or other facility regularly maintained for overnight delivery. | | | | | |
| ⊠ (BY FACSIMILE) This document was transmitted by facsimile transmission from (619) 325-0231 and the transmission was reported as complete and without error. I then caused the transmitting facsimile machine to properly issue a transmission report confirming the transmission. | | | | | |
| ⊠ (BY ELECTRONIC TRANSMISSION) This document was transmitted by electronic transmission from stephanie@caufieldjames.com and the transmission was reported as complete and without error. I there caused the transmitting e-mail account to properly issue a report confirming the electronic transmission. | | | | | |
| ☐ (BY UNITED STATES DISTRICT COU forth below. | JRT ELECTRONIC FIL | ING SERVICE) on the parties as set | | | |
| | | | | | |

| SEE ATTACHED SERVICE | LIST |
|---|---|
| I declare under penalty of perjury under the laws of the State of correct. Executed on October 2, 2009, in San Diego, California. | California that the foregoing is true and |
| | /s/ Amber Hinojosa |
| | Amber Hinojosa |
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| PROOF OF SERVICE | |

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| 5 | Telephone: (805) 898-9700 Facsimile: (805) 852-2495 | | | | | | |
| 6 7 | Counsel for Angeles Chemical Co., Inc. and John Locke | | | | | | |
| , | | HE STATE OF CALIFORNIA | | | | | |
| 8 | | LOS ANGELES | | | | | |
| 9 | COUNTION | LOS ANGELES | | | | | |
| 10 | FERNAL PROPERTIES, INC., | Case No. BC476657 | | | | | |
| 11 | Plaintiff, ANGELES'S AMENDED RESPONSES TO FIREMAN'S FUND'S DEMAND FOR | | | | | | |
| 12 | PRODUCTION OF DOCUMENTS, SET ONE | | | | | | |
| 13 | ANGELES CHEMICAL CO., INC., et al. | | | | | | |
| 14 | Defendants. | | | | | | |
| 15 | | [Assigned to Judge Michael Johnson, Dept. 56] | | | | | |
| 16 | AND RELATED CROSS-ACTIONS. | | | | | | |
| 17 | | | | | | | |
| 18 | PROPOUNDING PARTY: FIREMAN'S FUN | ND INSURANCE COMPANY | | | | | |
| 19 | RESPONDING PARTY: ANGELES CHEM | MICAL COMPANY, INC. | | | | | |
| 20 | SET NO.: ONE | | | | | | |
| 21 | GENERAL STATEMENT AND OBJECTIONS | | | | | | |
| 22 | 1. The following responses are based on the information reasonably available to | | | | | | |
| 23 | Defendant and Cross-Complainant Angeles Chemical Company, Inc. ("Angeles") at this time. | | | | | | |
| 24 | Further expert or non-expert discovery, independent investigation and analysis may supply | | | | | | |
| 25 | additional facts and add meaning to known facts, as well as establish entirely new factual | | | | | | |
| 26 | conclusions and legal contentions, all of which may lead to additions, changes to, or variations | | | | | | |
| 27 | from the information herein set forth. | | | | | | |

The following responses are given without prejudice to the responding party's

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right to produce or rely on subsequently discovered information, facts or documents. The responding party accordingly reserves the right to change the responses herein as additional facts are ascertained, analysis is made, and research is completed. The responses contained herein are made in a good faith effort to comply with the provisions of Code of Civil Procedure Section 2031.010 et seq., and to supply such responsive information as exists and is presently within the responding party's possession, custody or control, but are in no way to be deemed to be to the prejudice of the responding party in relation to further discovery, research and analysis.

- 3. In addition to any specific objections which may be made on an individual basis in the separate responses set forth below, the responding party objects generally to each request to the extent that it seeks to elicit information subject to and protected by the attorney-client privilege and/or the attorney work-product doctrine. Responding party further objects to each request to the extent that it seeks production of communications that are protected from disclosure because they were made during settlement negotiations or in connection with a mediation. Nothing contained herein is intended to be or should be construed as a waiver of such privileges or protections.
- 4. These responses are made solely for the purpose of this action. Any documents produced in response to these requests are produced subject to all objections to competence, authenticity, relevance, materiality, propriety, admissibility and all other objections and grounds which would or could require or permit the exclusion of any information from evidence, and all such objections and grounds are expressly reserved and may be interposed at the time of trial.

RESPONSES TO DEMANDS FOR PRODUCTION

DOCUMENT DEMAND NO. 1:

For EACH settlement or judgment identified in YOUR response to Interrogatory No. 1 in the concurrently served Cross-Defendant Fireman's Fund Insurance Company's Special Interrogatories to Defendant & Cross-Complainant Angeles Chemical Company, Inc. (Set One), Produce ALL DOCUMENTS constituting, evidencing, or memorializing EACH settlement or judgment.

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RESPONSE TO DOCUMENT DEMAND NO. 1:

Responding party objects to this request to the extent that it calls for the disclosure of information that is protected from compelled disclosure by the attorney-client privilege and/or the attorney work product doctrine. Responding party also objects to the extent that the request calls for the disclosure of information that is equally available to or already known by Fireman's Fund Insurance Company ("Fireman's Fund") or is publicly available. Responding party also objects to this request to the extent that it seeks documents that are confidential, subject to the mediation privilege, or placed under seal by court order. Responding party further objects to this request because it requests production of documents that are not relevant to Fireman's Fund's defenses to Angeles's cross-claims in this case, the only basis that Fireman's Fund has for seeking discovery from Angeles, nor are the documents requested likely to lead to the discovery of evidence relevant to Fireman's Fund's defenses in this case.

Subject to and without waiving the foregoing objections and those contained in the general statement above, which is incorporated herein by this reference, Angeles responds as follows:

To the extent that Fireman's Fund does not already have them in its possession, Angeles will produce copies of the documents that constitute the settlements and judgments identified in Angeles's response to the identified interrogatory. To the extent necessary, Angeles will produce such documents with appropriate "CONFIDENTIAL" marking, as required by the protective order in this case.

DOCUMENT DEMAND NO. 2:

For EACH settlement or judgment identified in YOUR response to Interrogatory No. 1 in the concurrently served Cross-Defendant Fireman's Fund Insurance Company's Special Interrogatories to Defendant & Cross-Complainant Angeles Chemical Company, Inc. (Set One), produce ALL DOCUMENTS constituting, evidencing, memorializing, or REFERING TO how YOU spent or used the monetary payment YOU received from that settlement or judgment.

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RESPONSE TO DOCUMENT DEMAND NO. 2:

Responding party objects to this request to the extent that it calls for the disclosure of information that is protected from compelled disclosure by the attorney-client privilege and/or the attorney work product doctrine. Responding party also objects to the extent that the request calls for the disclosure of information that is equally available to or already known by Fireman's Fund or is publicly available. Responding party also objects to this request to the extent that it seeks documents that are confidential, subject to the mediation privilege, or placed under seal by court order. Responding party further objects to this request to the extent that it seeks information that is private and confidential business information or seeks to reveal the private personal financial information of its officers, directors or shareholders. Responding party further objects to this request because it requests production of documents that are not relevant to Fireman's Fund's defenses to Angeles's cross-claims in this case, the only basis that Fireman's Fund has for seeking discovery from Angeles, nor are the documents requested likely to lead to the discovery of evidence relevant to Fireman's Fund's defenses in this case.

Subject to and without waiving the foregoing objections and those contained in the general statement above, which is incorporated herein by this reference, Angeles responds as follows:

Angeles will produce non-privileged documents that evidence the expenditures it identified in its accompanying response to Interrogatory No. 1.

DOCUMENT DEMAND NO. 3:

ALL DOCUMENTS YOU sent to FIREMAN'S FUND that REFER TO the SETTLEMENT AGREEMENT.

RESPONSE TO DOCUMENT DEMAND NO. 3:

Responding party objects to this request to the extent that it calls for the disclosure of information that is equally available to or already known by Fireman's Fund or is publicly available. Responding party also objects to this request to the extent that it seeks documents that are confidential, subject to the mediation privilege, or placed under seal by court order. Responding party further objects to this request because it is unduly burdensome and



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oppressive to the extent that it seeks documents that are already in Fireman's Fund's possession and control.

Subject to and without waiving the foregoing objections and those contained in the general statement above, which is incorporated herein by this reference, Angeles responds as follows: Angeles will produce responsive documents that are within its possession and control and are not otherwise publicly available.

DOCUMENT DEMAND NO. 4:

ALL DOCUMENTS YOU sent to GREAT AMERICAN that REFER TO the SETTLEMENT AGREEMENT.

RESPONSE TO DOCUMENT DEMAND NO. 4:

Responding party objects to this request to the extent that it calls for the disclosure of information equally available that is to or already known by Fireman's Fund or is publicly available. Responding party also objects to this request to the extent that it seeks documents that are confidential, subject to the mediation privilege, placed under seal by court order, or otherwise protected from disclosure because they are settlement communications. Responding party further objects to this request because it is unduly burdensome and oppressive to the extent that it seeks documents that are already in Fireman's Fund's possession and control.

Subject to and without waiving the foregoing objections and those contained in the general statement above, which is incorporated herein by this reference, Angeles responds as follows: Angeles will produce responsive documents that are within its possession and control and are not otherwise publicly available.

DOCUMENT DEMAND NO. 5:

ALL DOCUMENTS YOU sent to the BERG PARTIES that REFER TO the SETTLEMENT AGREEMENT.

RESPONSE TO DOCUMENT DEMAND NO. 5:

Responding party objects to this request to the extent that it calls for the disclosure of information that is equally available to or already known by Fireman's Fund or is publicly available. Responding party also objects to this request to the extent that it

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Case No. BC476657



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seeks documents that are confidential, subject to the mediation privilege, placed under seal by court order, or otherwise protected from disclosure because they are settlement communications. Responding party further objects to this request because it is unduly burdensome and oppressive to the extent that it seeks documents that are already in Fireman's Fund's possession and control.

Subject to and without waiving the foregoing objections and those contained in the general statement above, which is incorporated herein by this reference, Angeles responds as follows: Angeles will produce responsive documents that are within its possession and control and are not otherwise publicly available.

DOCUMENT DEMAND NO. 6:

ALL DOCUMENTS YOU sent to MCKESSON that REFER TO the SETTLEMENT AGREEMENT.

RESPONSE TO DOCUMENT DEMAND NO. 6:

Responding party objects to this request to the extent that it calls for the disclosure of information that is equally available to or already known by Fireman's Fund or is publicly available. Responding party also objects to this request to the extent that it seeks documents that are confidential, subject to the mediation privilege, placed under seal by court order, or otherwise protected from disclosure because they are settlement communications. Responding party further objects to this request because it is unduly burdensome and oppressive to the extent that it seeks documents that are already in Fireman's Fund's possession and control.

Subject to and without waiving the foregoing objections and those contained in the general statement above, which is incorporated herein by this reference, Angeles responds as follows: Angeles will produce responsive documents, if any exist, that are within its possession and control and are not otherwise publicly available.

DOCUMENT DEMAND NO. 7:

ALL DOCUMENTS YOU sent to Greve Financial Services, Inc. that REFER TO the SETTLEMENT AGREEMENT.

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RESPONSE TO DOCUMENT DEMAND NO. 7:

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Responding party objects to this request to the extent that it calls for the disclosure of information that is equally available already known by Fireman's to or Fund or is publicly available. Responding party also objects to this request to the extent that it seeks documents that are confidential, subject to the mediation privilege, or placed under seal by court order. Responding party further objects to this request because it is unduly burdensome and oppressive to the extent that it seeks documents that are already in its possession and control. Responding party further objects to this request to the extent that it seeks documents that are protected from disclosure by the attorney-client privilege, the attorney-work product privilege, or the common interest doctrine.

Subject to and without waiving the foregoing objections and those contained in the general statement above, which is incorporated herein by this reference, Angeles responds as follows: Angeles will produce responsive, non-privileged, documents that are within its possession and control and are not otherwise publicly available.

DOCUMENT DEMAND NO. 8:

ALL DOCUMENTS YOU sent to ANY government agency that REFER TO the SETTLEMENT AGREEMENT.

RESPONSE TO DOCUMENT DEMAND NO. 8:

Responding party objects to this request to the extent that it calls for the disclosure of information available that is equally or already known by Fireman's Fund or is publicly available. Responding party also objects to this request to the extent that it seeks documents that are confidential, subject to the mediation privilege, placed under seal by court order, or otherwise protected from disclosure because they are settlement communications. Responding party further objects to this request because it is unduly burdensome and oppressive to the extent that it seeks documents that are already in Fireman's Fund's possession and control.

Subject to and without waiving the foregoing objections and those contained in the general statement above, which is incorporated herein by this reference, Angeles responds as follows: Angeles will produce responsive documents, if any exist, that are within its possession Case No. BC476657



| 1 | and control and are not otherwise publicly available. |
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| 2 | DOCUMENT DEMAND NO. 9: |
| 3 | ALL DOCUMENTS YOU filed in ANY court that REFER TO the SETTLEMENT |
| 4 | AGREEMENT. |
| 5 | RESPONSE TO DOCUMENT DEMAND NO. 9: |
| 6 | Responding party objects to this request to the extent that it calls for the disclosure of |
| 7 | information that is equally available to or already known by Fireman's |
| 8 | Fund or is publicly available. Responding party further objects to this request because it is |
| 9 | unduly burdensome and oppressive to the extent that it seeks documents that are already in |
| 10 | Fireman's Fund's possession and control. |
| 11 | Subject to and without waiving the foregoing objections and those contained in the |
| 12 | general statement above, which is incorporated herein by this reference, Angeles responds as |
| 13 | follows: Angeles will produce responsive documents that are within its possession and control |
| 14 | and are not otherwise publicly available. |
| 15 | |
| 16 | Dated: July 16, 2015 PALADIN LAW GROUP® LLP |
| 17 | $\bigcap D = AA$ |
| 18 | tycell |
| 19 | By: |
| 20 | Jon G. Lycett Counsel for Angeles Chemical Co., Inc. and |
| 21 | John Locke |
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| 28 | -8- Case No. BC476657 |



07/16/2015 10:23 6263313947

VERIFICATION

Re: Fernal Properties, Inc. v. Angeles Chemical Co., Inc. et al.
Superior Court of California, County of Los Angeles, Case No. BC476657

I, John Locke, President of Angeles Chemical Company, Inc., state:

I read the foregoing:

ANGELES'S RESPONSES TO FIREMAN'S FUND'S DEMAND FOR PRODUCTION OF DOCUMENTS, SET ONE

and know its contents;

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing answers are true and correct.

Executed on 7-15-15, 2015 in Covina, California.

John Locke, President Angeles Chemical Co., Inc. PAGE 02/04

| 1 | Bret A. Stone SBN 190161 BStone@F John R. Till SBN 178763 JTill@Pal | | | | |
|--------|--|---|--|--|--|
| 2 | Jon G. Lycett SBN 209425 JLycett@I | | | | |
| 3 | PALADIN LAW GROUP [®] LLP 3 W. Carrillo Street, Suite 212 | | | | |
| 4 | Santa Barbara, CA 93101 Telephone: (805) 898-9700 | | | | |
| 5 | Facsimile: (805) 852-2495 | | | | |
| 6 7 | Counsel for Angeles Chemical Co., Inc. and John Locke | | | | |
| 8 | SUPERIOR COURT OF THE STATE OF CALIFORNIA | | | | |
| 9 | COUNTY OF LOS ANGELES | | | | |
| 10 | FERNAL PROPERTIES, INC., | Case No. BC476657 | | | |
| 11 | Plaintiff, | ANGELES'S AMENDED RESPONSES TO FIREMAN'S FUND'S SPECIAL | | | |
| 12 | v. | INTERROGATORIES, SET ONE | | | |
| 13 | ANGELES CHEMICAL CO., INC., et al. | | | | |
| 14 | Defendants. | | | | |
| 15 | | [Assigned to Judge Michael Johnson, Dept. 56] | | | |
| 16 | AND RELATED CROSS-ACTIONS. | | | | |
| 17 | | | | | |
| 18 | PROPOUNDING PARTY: FIREMAN'S FUND INSURANCE COMPANY | | | | |
| 19 | RESPONDING PARTY: ANGELES CHEM | MICAL COMPANY, INC. | | | |
| 20 | SET NO.: ONE | | | | |
| 21 | GENERAL STATE | EMENT AND OBJECTIONS | | | |
| 22 | 1. The following responses are ba | ased on the information reasonably available to | | | |
| 23 | Defendant and Cross-Complainant Angeles Chemical Company, Inc. ("Angeles") at this time. | | | | |
| 24 | Further expert or non-expert discovery, independent investigation and analysis may supply | | | | |
| 25 | additional facts and add meaning to known | facts, as well as establish entirely new factual | | | |
| 26 | conclusions and legal contentions, all of which may lead to additions, changes to, or variations | | | | |
| 27 | from the information herein set forth. | | | | |



The following responses are given without prejudice to the responding party's

right to produce or rely on subsequently discovered information, facts or documents. The responding party accordingly reserves the right to change the responses herein as additional facts are ascertained, analysis is made, and research is completed. The responses contained herein are made in a good faith effort to comply with the provisions of Code of Civil Procedure Section 2030.010 *et seq.*, and to supply such responsive information as exists and is presently within the responding party's possession, custody or control, but are in no way to be deemed to be to the prejudice of the responding party in relation to further discovery, research and analysis.

- 3. Nothing contained herein is intended to be or should be construed as a waiver of the attorney-client privilege, the attorney work-product or any other applicable privilege, protection, or doctrine.
- 4. These responses are made solely for the purpose of this action. Each response is subject to all objections to competence, authenticity, relevance, materiality, propriety, admissibility and all other objections and grounds which would or could require or permit the exclusion of any information from evidence, all of which objections and grounds are reserved and may be interposed at the time of trial.

RESPONSES TO SPEICAL INTERROGATORIES

SPECIAL INTERROGATORY NO. 1:

IDENTIFY ALL settlements and judgments in which ANGELES CHEMICAL received ANY monetary payment to resolve ANY claim ANGELES CHEMICAL brought against ANY third party for environmental contamination at the ANGELES SITE.

RESPONSE TO SPECIAL INTERROGATORY NO. 1:

Responding party objects to this interrogatory to the extent that it is overbroad and unduly burdensome because it is not limited as to time. Responding party further objects that this interrogatory is vague and ambiguous because it fails to define the terms "settlements" and "judgments." Responding party objects to this interrogatory to the extent that it requests information about settlements that are confidential, placed under seal by court order, or subject to the mediation privilege. Responding party objects to this interrogatory because it requests information that is not relevant to Fireman's Fund's Insurance Company's ("Fireman's Fund")

defenses to claims made in Angeles's Cross-Complaint in this case, which is the only basis for Fireman's Fund to request discovery from Angeles, nor is it likely to lead to the discovery of evidence relevant to Fireman's Fund's defenses in this case.

Subject to and without waiving the foregoing objections and those in the general statement above, which are incorporated herein by this reference, Angeles responds as follows:

Angeles believes the following three judgments and settlements are the only ones that exist that are responsive to this interrogatory:

- In 1994, Angeles obtained a responsive judgment in the case <u>Angeles Chemical</u>
 Co. v. Spencer & Jones, Los Angeles Superior Court, Case No. VCO12841;
- 2. In 2010, Angeles entered a responsive settlement agreement with McKesson Corporation and other parties, which partially resolved <u>Angeles Chemical Co., et al. v. McKesson Corp., et al.</u>, U.S. District Court, Central Dist., Case No. 01-10532 TJH (Ex) and <u>Angeles Chemical Co., et al. v. Omega Chemical PRP Group,</u> LLC, et al., U.S. District Court, Central Dist., Case No. 07-1471 TJH (Ex); and
- 3. In 2009, Angeles entered a responsive settlement agreement with Robert Berg, Donna Berg, the Estate of Arnold Rosenthal, Pearl Rosenthal, Greve Financial Services, Inc., Joseph Kennedy and Valerie Kennedy, which also partially resolved Angeles Chemical Co., et al. v. McKesson Corp., et al., U.S. District Court, Central Dist., Case No. 01-10532 TJH (Ex).

In accordance with California Civil Procedure Code section 2030.230, to the extent that this interrogatory calls for the disclosure of the specific terms related to any of the above disclosed settlements and judgments, Angeles refers to the related documents either produced in response to the accompanying Requests for Production of Documents or already in Fireman's Fund's possession.

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SPECIAL INTERROGATORY NO. 2:

For EACH settlement or judgment YOU identified in YOUR response to Interrogatory No. 1, explain how ANGELES CHEMICAL spent or used the monetary payment it received from that settlement or judgment.

RESPONSE TO SPECIAL INTERROGATORY NO. 2:

Responding party objects to this interrogatory to the extent that it is overbroad and unduly burdensome because it is not limited as to time. Responding party further objects that this interrogatory is vague and ambiguous because it fails to define the terms "settlements" and "judgments." Responding party objects to this interrogatory to the extent that it requests information about settlements that are confidential, placed under seal by court order, or subject to the mediation privilege. Responding party further objects to this interrogatory to the extent that it seeks information that is protected from disclosure by the attorney-client privilege, the attorney work-product privilege, and/or the common-interest doctrine. Responding party objects to this interrogatory because it requests information that is not relevant to Fireman's Fund's defenses to claims made in Angeles's Cross-Complaint in this case, which is the only basis for Fireman's Fund to request discovery from Angeles, nor is it likely to lead to the discovery of evidence relevant to Fireman's Fund's defenses in this case.

Subject to and without waiving the foregoing objections and those in the general statement above, which are incorporated herein by this reference, Angeles responds as follows:

In response to this interrogatory, Angeles will identify all amounts that it has spent that are related to its claims against third parties for "environmental contamination at the ANGELES SITE," which it believes total approximately \$1,967,257.13. This total does not include any investigation and/or litigation related consultant and/or expert expenses billed to Angeles's insurers during the previous litigation, regardless of whether Angeles's insurers actually paid the invoiced amounts. Since Fireman's Fund was sent all such invoices during the previous litigation, Fireman's Fund's access to such information is at least equal to, if not better than, Angeles's. To the extent this interrogatory calls for any additional explanation, summary or compilation of expenditures beyond the total amount, pursuant to California Civil Procedure

| 1 | Code section 2030.230 Angeles refers to the documents it will produce in response to Fireman's |
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| 2 | Fund's related Requests for Production of Documents. In response to this interrogatory Angeles |
| 3 | has conducted a reasonably thorough search through voluminous records. Investigation and |
| 4 | discovery are ongoing, however, and so Angeles reserves its right to identify additional expenses |
| 5 | responsive to this interrogatory should additional information and documentation be discovered in |
| 6 | the future |
| 7 | |
| 8 | Dated: July 16, 2015 PALADIN LAW GROUP® LLP |
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| 10 | tycett |
| 11 | By: |
| 12 | Jon G. Lycett |
| 13 | Counsel for Angeles Chemical Co., Inc. and John Locke |
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VERIFICATION

Re: Fernal Properties, Inc. v. Angeles Chemical Co., Inc. et al.
Superior Court of California, County of Los Angeles, Case No. BC476657

I, John Locke, President of Angeles Chemical Company, Inc., state:

I read the foregoing:

ANGELES'S AMENDED RESPONSES TO FIREMAN'S FUND'S SPECIAL INTERROGATORIES, SET ONE

and know its contents;

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing answers are true and correct.

Executed on 7-16-75, 2015 in Covina, California.

John Locke, President (Angeles Chemical Co., Inc.

1 Bret A. Stone SBN 190161 BStone@PaladinLaw.com John R. Till SBN 178763 JTill@PaladinLaw.com 2 Jon G. Lycett SBN 209425 JLycett@PaladinLaw.com PALADIN LAW GROUP® LLP 3 3 W. Carrillo Street, Suite 212 Santa Barbara, CA 93101 4 Telephone: (805) 898-9700 Facsimile: (805) 852-2495 5 Counsel for Angeles Chemical Co., Inc. 6 and John Locke 7 SUPERIOR COURT OF THE STATE OF CALIFORNIA 8 9 **COUNTY OF LOS ANGELES** 10 CENTRAL DISTRICT 11 FERNAL PROPERTIES, INC., Case No. BC476657 12 Plaintiff, ANGELES CHEMICAL CO., INC.'S AND JOHN LOCKE'S RESPONSES TO 13 FIREMAN'S FUND INSURANCE COMPANY'S FIRST SET OF REQUESTS 14 ANGELES CHEMICAL CO., INC. et al., FOR ADMISSION TO ANGELES CHEMICAL COMPANY, INC. AND JOHN 15 LOCKE Defendants. 16 Assigned for all purposes to 17 Judge Michael Johnson, Dept. 56 18 19 AND OTHER RELATED CROSS CLAIMS. January 9, 2012 Case filed: Trial date: August 22, 2015 20 21 PROPOUNDING PARTY: FIREMAN'S FUND INSURANCE COMPANY. 22 **RESPONDING PARTY:** ANGELES CHEMICAL COMPANY, INC. AND JOHN LOCKE 23 SET NO.: ONE (1) 24 GENERAL OBJECTIONS 25 1. The following responses are based on the information reasonably available to 26 responding parties at this time. Further expert or non-expert discovery, independent investigation 27 and analysis may supply additional facts and add meaning to known facts, as well as establish 28 entirely new factual conclusions and legal contentions, all of which may lead to additions, changes



to, or variations from the information herein set forth.

- 2. The following responses are given without prejudice to the responding parties' right to produce or rely on subsequently discovered information, facts or documents. The responding parties accordingly reserve the right to change, amend or supplement the responses herein as additional facts are ascertained, analysis is made, and research is completed. The responses contained herein are made in a good faith effort to comply with the provisions of Code of Civil Procedure Section 2033.010 *et seq.*, and to supply such responsive information as exists and is presently within the responding parties' possession, custody or control, but are in no way to be deemed to be to the prejudice of the responding parties in relation to further discovery, research and analysis.
- 3. Nothing contained herein is intended to be or should be construed as a waiver of the attorney-client privilege, the attorney work-product doctrine or any other applicable privilege, protection, or doctrine. Responding parties will not provide privileged information in response to these requests.
- 4. These responses are made solely for the purpose of this action. Each response is subject to all objections to competence, authenticity, relevance, materiality, propriety, admissibility and all other objections and grounds which would or could require or permit the exclusion of any information from evidence, all of which objections and grounds are reserved and may be interposed at the time of trial.
- 5. Because both Angeles Chemical Company, Inc. and John Locke are identified as responding parties to these requests for admission, responding parties object to each and every request set forth below as compound due in part to the fact that each request seeks a response from both Angeles Chemical Company, Inc. and John Locke.

RESPONSES TO REQUESTS FOR ADMISSION

REQUEST FOR ADMISSION NO. 1:

Admit that <u>Exhibit 1</u> attached hereto is a complete and accurate copy of the MCKESSON SETTLEMENT AGREEMENT.

As used in these Requests for Admissions, "MCKESSON SETTLEMENT AGREEMENT"

means the agreement by and among McKesson Corporation, Harvey Sorkin, the Estate of Seymour Moslin, and the Estate of Paul Maslin, on the one hand, and Angeles Chemical Company, Inc., John Locke, Greve Financial Services, Inc., and the Estate of Janyce Locke, on the other hand, effective January 5, 2010.

RESPONSE TO REQUEST FOR ADMISSION NO. 1:

Admitted.

REQUEST FOR ADMISSION NO. 2:

Admit that Angeles Chemical Company, Inc., John Locke, Greve Financial Services, Inc., and the Estate of Janyce Locke did not use all monies paid to them pursuant to the McKESSON SETTLEMENT AGREEMENT for the clean-up of hazardous substance contamination in soil and groundwater at or around the ANGELES CHEMICAL SITE.

As used in these requests for Admissions, "ANGELES CHEMICAL SITE" means 8915 Sorenson Avenue, Santa Fe Springs, California.

RESPONSE TO REQUEST FOR ADMISSION NO. 2:

Responding parties object to this request because it seeks information related to how thirdparty Greve Financial Services, Inc., now bankrupt and dissolved, used the money it received from
the MCKESSON SETTLEMENT AGREEMENT, which is not in responding parties' possession
or control. Responding parties further object to this request because it is doubly compound and
contains sub-parts, seeking admissions from both responding parties related to four separate
entities. Responding parties also object to this request to the extent that it assumes facts not in
evidence by implying that the identified entities had some contractual or other obligation to use "all
monies" they received, if any, pursuant to the MCKESSON SETTLEMENT AGREEMENT for
the clean-up of hazardous substance contamination in soil and groundwater at or around the
ANGELES CHEMICAL SITE. Finally, responding parties object to this request because the extent
to which they used "all monies" as described is irrelevant to Fireman's Fund's defenses in this
action and not reasonably calculated to lead to the discovery of admissible evidence. Finally,
responding parties object to this request because it seeks an admission that is not relevant to the
propounding party's defenses to their Third Amended Cross-Complaint, the only basis that



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REQUEST FOR ADMISSION NO. 3:

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Admit that Exhibit 2 attached hereto is a complete and accurate copy of the Judgment On Special Verdict entered on September 1, 1994 in Case No. VC 012841, Angeles Chemical Co., Inc. v. Spencer & Jones, et al.

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RESPONSE TO REQUEST FOR ADMISSION NO. 3:

propounding party has for seeking discovery from responding parties.

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Admitted.

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REQUEST FOR ADMISSION NO. 4:

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Admit that Angeles Chemical Company, Inc. did not use the funds paid to it pursuant to the

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judgment entered in its favor on September 1, 1994, in Case No. VC 012841, Angeles Chemical Co., Inc. v. Spencer & Jones, et al., to investigate or remediate hazardous substance contamination

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in soil and groundwater at or around the ANGELES CHEMICAL SITE.

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RESPONSE TO REQUEST FOR ADMISSION NO. 4:

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Responding parties object to this request in that it seeks information that is not relevant to Fireman's Fund's defenses to claims made in Angeles's Cross-Complaint in this case, which is the

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only basis for Fireman's Fund to request discovery from Angeles, nor is it likely to lead to the

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discovery of evidence relevant to Fireman's Fund's defenses in this case. Responding parties

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further object to this request because its premise purposely misconstrues and misrepresents the

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nature of the identified litigation and the identified judgment, essentially making the request so

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unintelligible that is impossible to form a response. Additionally, the request is phrased to ignore

21 22 the fungible nature of money, apparently asking the responding parties to admit to the unintelligible

and irrelevant idea that they did not spend the exact same dollars they received from the identified

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judgment "to investigate or remediate hazardous substance contamination in soil and groundwater."

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REQUEST FOR ADMISSION NO. 5:

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Admit that Exhibit 3 attached hereto is a complete and accurate copy of the Reporter's Transcript Of Settlement Conference dated October 29, 2009 in Angeles Chemical Company, Inc.,

et al. v. McKesson Corporation, Case no. 01-cv-10532-TJH-E (U.S. District Court, Central District

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of California).

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RESPONSE TO REQUEST FOR ADMISSION NO. 5:

Admitted.

REQUEST FOR ADMISSION NO. 6:

Admit that the settlement among Angeles Chemical Company, Inc., John Locke, Greve Financial Services, Inc., Robert Berg, Donna Berg, Pearl Rosenthal, the Estate of Arnold Rosenthal, American Empire Surplus Lines, The Hartford, Charter Oak, and Travelers described at pages 17:1-22:23 of Exhibit 3 did not require Angeles Chemical Company, Inc. to use the settlement monies it received from American Empire Surplus Lines, The Hartford, Charter Oak Fire Insurance Company, and Travelers to investigate or remediate hazardous substance contamination in soil and groundwater at or around the ANGELES CHEMICAL SITE.

RESPONSE TO REQUEST FOR ADMISSION NO. 6:

Responding parties object to this request in that it seeks information that is not relevant to Fireman's Fund's defenses to claims made in Angeles's Cross-Complaint in this case, which is the only basis for Fireman's Fund to request discovery from Angeles, nor is it likely to lead to the discovery of evidence relevant to Fireman's Fund's defenses in this case. Responding parties further object because this request seeks information that is equally available to the propounding party.

Subject to and without waiving the objections above, responding parties respond as follows: Admitted.

REQUEST FOR ADMISSION NO. 7:

Admit that Angeles Chemical Company, Inc. did not use all of the settlement money it received from American Empire Surplus Lines, The Hartford, Charter Oak, and Travelers under the settlement agreement described at pages 17:1-22:23 of Exhibit 3 to investigate or remediate hazardous substance contamination in soil and groundwater at or around the ANGELES CHEMICAL SITE.

RESPONSE TO REQUEST FOR ADMISSION NO. 7:

Responding parties object to this request in that it seeks information that is not relevant to Fireman's Fund's defenses to claims made in Angeles's Cross-Complaint in this case, which is the

only basis for Fireman's Fund to request discovery from Angeles, nor is it likely to lead to the discovery of evidence relevant to Fireman's Fund's defenses in this case. The question is also so vague and ambiguous that it is unintelligible because it assumes, wrongly, that all of the money has been spent.

REQUEST FOR ADMISSION NO. 8:

Admit that Angeles Chemical Company, Inc. released American Empire Surplus Lines, The Hartford, Charter Oak, and Travelers from any and all claims for insurance coverage, including any extra contractual claims and/or claims of breach of the implied covenant of good faith and fair dealing, under the settlement agreement described at pages 17:1-22:23 of Exhibit 3.

RESPONSE TO REQUEST FOR ADMISSION NO. 8:

Responding parties object to this request in that it seeks information that is not relevant to Fireman's Fund's defenses to claims made in Angeles's Cross-Complaint in this case, which is the only basis for Fireman's Fund to request discovery from Angeles, nor is it likely to lead to the discovery of evidence relevant to Fireman's Fund's defenses in this case. Responding parties further object because this request seeks information that is equally available to the propounding party.

REQUEST FOR ADMISSION NO. 9:

Admit that Exhibit 4 hereto is a complete and accurate copy of Robert Berg's Cross-Claim Against Angeles Chemical Company, Inc. And Greve Financial Services, Inc. served on Angeles Chemical Company, Inc. and John G. Locke on or about November 24, 2003 in *Angeles Chemical Company, Inc., et al. v. McKesson Corporation, et al.*, Case No. 01-10532 TJH (Ex) (C.D. Cal.).

RESPONSE TO REQUEST FOR ADMISSION NO. 9:

Admitted.

REQUEST FOR ADMISSION NO. 10:

Admit that Exhibit 5 attached hereto is a complete and accurate copy of Donna Berg's Cross-Claim Against Angeles Chemical Company, Inc. And Greve Financial Services, Inc. filed on or about November 25, 2003 in *Angeles Chemical Company, Inc., et al. v. McKesson Corporation, et al.*, Case No. 01-10532 TJH (Ex) (C.D. Cal.).



| 1 | RESPONSE TO REQUEST FOR ADMISSION NO. 10: |
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| 2 | Admitted. |
| 3 | REQUEST FOR ADMISSION NO. 11: |
| 4 | Admit that Exhibit 6 attached hereto is a complete and accurate copy of the Estate of Arnold |
| 5 | Rosenthal's Cross-Claim Against Angeles Chemical Company, Inc. And Greve Financial Services, |
| 6 | Inc. filed on or about November 25, 2003 in Angeles Chemical Company, Inc., et al. v. McKesson |
| 7 | Corporation, et al., Case No. 01-10532 TJH (Ex) (C.D. Cal.). |
| 8 | RESPONSE TO REQUEST FOR ADMISSION NO. 11: |
| 9 | Admitted. |
| 10 | REQUEST FOR ADMISSION NO. 12: |
| 11 | Admit that Exhibit 7 attached hereto is a complete and accurate copy of Pearl Rosenthal's |
| 12 | Cross-Claim Against Angeles Chemical Company, Inc. and Greve Financial Services, Inc. filed on |
| 13 | or about November 25, 2003 in Angeles Chemical Company, Inc., et al. v. McKesson Corporation, |
| 14 | et al., Case No. 01-10532 TJH (Ex) (C.D. Cal.). |
| 15 | RESPONSE TO REQUEST FOR ADMISSION NO. 12: |
| 16 | Admitted. |
| 17 | REQUEST FOR ADMISSION NO. 13: |
| 18 | Admit that Exhibit 8 attached hereto is a complete and accurate copy of Plaintiffs/Counter- |
| 19 | Defendants' Memorandum Of Contentions Of Fact And Law filed by Angeles Chemical Company, |
| 20 | Inc., John G. Locke, and Greve Financial Services, Inc. on February 17, 2009 in Angeles Chemical |
| 21 | Company, Inc., et al. v. McKesson Corporation, et al., Case No. 01-10532 TJH (Ex) (C.D. Cal.). |
| 22 | RESPONSE TO REQUEST FOR ADMISSION NO. 13: |
| 23 | Admitted. |
| 24 | REQUEST FOR ADMISSION NO. 14: |
| 25 | Admit that Exhibit 9 attached hereto is a complete and accurate copy of the Imminent Or |
| 26 | Substantial Endangerment Order issued by the State of California, Environmental Protection |
| 27 | Agency, Department of Toxic Substances Control on February 10, 1993, In The Matter Of Angeles |
| 28 | Chemical Co., Inc., et al., Dkt. I§S/E/92/93-012. |

RESPONSE TO REQUEST FOR ADMISSION NO. 14:

Admitted.

REQUEST FOR ADMISSION NO. 15:

Admit that Exhibit 10 attached hereto is a complete and accurate copy of the Fourth Amended Complaint For: (1) Private Recovery Under CERCLA; (2) Contribution Pursuant to CERCLA § 113(f); (3) Declaratory Relief Under Federal Law; (4) Negligence Per Se; (5) Damages For Negligence; (6) Damages And Injunction For Public And Private Nuisance; (7) Damages For Trespass; (8) Equitable Indemnity; (9) Declaratory Relief Under State Law; (10) Negligent And Intentional Interference With Prospective Economic Advantage; (11) Unfair Business Practices; (12) Defamation; (13) Injunctive Relief Pursuant To RCRA § 7002(a)(I)(B), filed by Angeles Chemical Company, Inc., John G. Locke, and Greve Financial Services, Inc. in Angeles Chemical Company, Inc., et al. v. McKesson Corporation, et al., Case No. 01-10532 TJH (Ex) (C.D. Cal.) and deemed filed by the Court on May 16, 2005.

RESPONSE TO REQUEST FOR ADMISSION NO. 15:

Admitted.

REQUEST FOR ADMISSION NO. 16:

Admit that Exhibit 11 attached hereto is a complete and accurate copy of Defendant McKesson Corporation's Fourth Amended Counterclaim For: (1) Recovery Of Response Costs Pursuant To CERCLA §§ 107(a)(1-4)(B); (2) Contribution Pursuant To CERCLA § 113(f); (3) Declaratory Relief Under Federal Law; (4) Negligence Per Se; (5) Negligence; (6) Private Nuisance: California Civil Code § 3479 et seq.; (7) Public Nuisance: California Civil Code § 3479 et seq.; (8) Trespass; (9) Equitable Indemnity; (10) Declaratory Relief Under State Law; (11) Common Law Restitution; (12) Injunctive Relief Pursuant To RCRA § 7002(a)(1)(B), deemed filed by the Court on May 16, 2005 in Angeles Chemical Company, Inc., et al. v. McKesson Corporation, et al., Case No. 01-10532 TJH (Ex) (C.D. Cal.).

RESPONSE TO REQUEST FOR ADMISSION NO. 16:

Admitted.

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REQUEST FOR ADMISSION NO. 17:

Admit that Exhibit 12 attached hereto is a complete and accurate copy of the Memorandum Of Points And Authorities In Support Of Motion For Voluntary Dismissal With Prejudice Of Counter-Claimants Robert And Donna Berg, Pearl Rosenthal, And The Estate Of Arnold Rosenthal's Claims Against Angeles Chemical Company, Inc. filed on October 15, 2009 in Angeles Chemical Company, Inc., et al. v. McKesson Corporation, et al., Case No. 01-10532 TJH (Ex) (C.D. Cal.).

RESPONSE TO REQUEST FOR ADMISSION NO. 17:

Admitted.

REQUEST FOR ADMISSION NO. 18:

Admit that Exhibit 13 attached hereto is a complete and accurate copy of Angeles' Statement In Response To The Berg Parties' Motion For Voluntary Dismissal With Prejudice filed on October 16, 2009 in Angeles Chemical Company, Inc., et al. v. McKesson Corporation, et al., Case No. 01-10532 TJH (Ex) (C.D. Cal.).

RESPONSE TO REQUEST FOR ADMISSION NO. 18:

Admitted.

REQUEST FOR ADMISSION NO. 19:

Admit that Exhibit 14 attached hereto is a complete and accurate copy of the Reply In Support Of Motion For Voluntary Dismissal With Prejudice Of Counter Claimants Robert and Donna Berg, Pearl Rosenthal, And The Estate Of Arnold Rosenthal's Claims Against Angeles Chemical Company, Inc., filed on October 16, 2009 in Angeles Chemical Company, Inc., et al. v. McKesson Corporation, et al., Case No. 01-10532 TJH (Ex) (C.D. Cal.).

RESPONSE TO REQUEST FOR ADMISSION NO. 19:

Admitted.

REQUEST FOR ADMISSION NO. 20:

Admit that Exhibit 15 attached hereto is a complete and accurate copy of the Order Re: Asset Freeze Of Settlement Proceeds entered on October 27, 2009 in *Angeles Chemical Company, Inc., et al. v. McKesson Corporation, et al.*, Case No. 01-10532 TJH (Ex) (C.D. Cal.).



| 1 | RESPONSE TO REQUEST FOR ADMISSION NO. 20: | |
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| 2 | Admitted. | |
| 3 | REQUEST FOR ADMISSION NO. 21: | |
| 4 | Admit that Exhibit 16 attached hereto is a complete and accurate copy of the Order entered | |
| 5 | on November 4, 2009 in Angeles Chemical Company, Inc., et al. v. McKesson Corporation, et al., | |
| 6 | Case No. 01-10532 TJH (Ex) (C.D. Cal.). | |
| 7 | RESPONSE TO REQUEST FOR ADMISSION NO. 21: | |
| 8 | Admitted. | |
| 9 | REQUEST FOR ADMISSION NO. 22: | |
| 10 | Admit that Exhibit 17 attached hereto is a complete and accurate copy of the Reply In | |
| 11 | Support Of Angeles' Motion To Dismiss With Prejudice All Outstanding Claims filed on April 16, | |
| 12 | 2010 in Angeles Chemical Company, Inc., et al. v. McKesson Corporation, et al., Case No. 01- | |
| 13 | 10532 TJH (Ex) (C.D. Cal.). | |
| 14 | RESPONSE TO REQUEST FOR ADMISSION NO. 22: | |
| 15 | Admitted. | |
| 16 | REQUEST FOR ADMISSION NO. 23: | |
| 17 | Admit that Exhibit 18 attached hereto is a complete and accurate copy of the Declaration | |
| 18 | Of Jeffrey Caufield In Support of Angeles' Motion to Dismiss With Prejudice All Outstanding | |
| 19 | Claims, with exhibits, filed on or about April 16, 2010 in Angeles Chemical Company, Inc., et al. | |
| 20 | v. McKesson Corporation, et al., Case No. 01-10532 TJH (Ex) (C.D. Cal.). | |
| 21 | RESPONSE TO REQUEST FOR ADMISSION NO. 23: | |
| 22 | Admitted. | |
| 23 | REQUEST FOR ADMISSION NO. 24: | |
| 24 | Admit that Exhibit 19 attached hereto is a complete and accurate copy of the Second | |
| 25 | Amended Cross-Complaint Of Angeles Chemical Company, Inc. And John Locke filed in the | |

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above-captioned action on April 4, 2014.

Admitted.

RESPONSE TO REQUEST FOR ADMISSION NO. 24:

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REQUEST FOR ADMISSION NO. 25:

Admit that Exhibit 20 attached hereto is a complete and accurate copy of the Third Amended Cross-Complaint Of Angeles Chemical, Inc. and John Locke filed in the above-captioned action on October 14, 2014.

RESPONSE TO REQUEST FOR ADMISSION NO. 25:

Admitted.

REQUEST FOR ADMISSION NO. 26:

Admit that Exhibit 21 attached hereto is a complete and accurate copy of the Court's Order on demurrers to Angeles' Second Amended Cross-Complaint entered on September 26, 2014 in the above-captioned action.

RESPONSE TO REQUEST FOR ADMISSION NO. 26:

Admitted.

REQUEST FOR ADMISSION NO. 27:

Admit that Exhibit 22 attached hereto (Bates stamped FFIC-F000889-92) is a complete and accurate copy of an e-mail chain, the entirety of which is dated October 14,2009, among Jeff Caufield, Yvette Roland, Linda Bondi Morrison, and others re Mandatory Settlement Conference.

RESPONSE TO REQUEST FOR ADMISSION NO. 27:

Responding parties admit the emails that are contained in Exhibit 22 were exchanged among the identified parties on October 14, 2009. Responding parties do not possess sufficient information to admit or deny whether "the entirety" of the email chain is contained in Exhibit 22, or whether "the entirety" of the email chain was dated October 14, 2009, and on that basis those aspects of the request are denied.

REQUEST FOR ADMISSION NO. 28:

Admit that Exhibit 23 attached hereto (Bates stamped FFIC-F000787-90) is a complete and accurate copy of an e-mail chain, the entirety of which is dated October 14, 2009, among Mr. Caufield, Ms. Roland, Ms. Morrison, and others re Mandatory Settlement Conference.

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RESPONSE TO REQUEST FOR ADMISSION NO. 28:

Responding parties admit the emails that are contained in Exhibit 23 were exchanged among the identified parties on October 14, 2009. Responding parties do not possess sufficient information to admit or deny whether "the entirety" of the email chain is contained in Exhibit 23, or whether "the entirety" of the email chain was dated October 14, 2009, and on that basis those aspects of the request are denied.

REQUEST FOR ADMISSION NO. 29:

Admit that Exhibit 24 attached hereto (Bates stamped FFIC-F000873-77) is a complete and accurate copy of an e-mail chain, the entirety of which is dated October 14, 2009, among Mr. Caufield, Ms. Roland, Ms. Morrison, and others re Mandatory Settlement Conference.

RESPONSE TO REQUEST FOR ADMISSION NO. 29:

Responding parties admit the emails that are contained in Exhibit 24 were exchanged among the identified parties on October 14, 2009. Responding parties do not possess sufficient information to admit or deny whether "the entirety" of the email chain is contained in Exhibit 24, or whether "the entirety" of the email chain was dated October 14, 2009, and on that basis those aspects of the request are denied.

REQUEST FOR ADMISSION NO. 30:

Admit that Exhibit 25 attached hereto (Bates stamped FFIC-F000865-68) is a complete and accurate copy of an e-mail chain, the entirety of which is dated October 14, 2009, among Mr. Caufield, Ms. Roland, Ms. Morrison, and others re Mandatory Settlement Conference EX PARTE NOTICE.

RESPONSE TO REQUEST FOR ADMISSION NO. 30:

Responding parties admit the emails that are contained in Exhibit 25 were exchanged among the identified parties on October 14, 2009. Responding parties do not possess sufficient information to admit or deny whether "the entirety" of the email chain is contained in Exhibit 25, or whether "the entirety" of the email chain was dated October 14, 2009, and on that basis those aspects of the request are denied.



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REQUEST FOR ADMISSION NO. 31:

Admit that Exhibit 26 attached hereto (Bates stamped FFIC-FOOI536-40) is a complete and accurate copy of an e-mail chain, including e-mails dated October 14 and 15, 2009, among Mr. Caufield, Ms. Roland, Ms. Morrison, and others re Mandatory Settlement Conference EX PARTE NOTICE.

RESPONSE TO REQUEST FOR ADMISSION NO. 31:

Responding parties admit the emails that are contained in Exhibit 26 were exchanged among the identified parties on October 14 and 15, 2009. To the extent the request is asking responding parties to admit that the email chain is complete, responding parties do not possess sufficient information to admit or deny the completeness of the email chain contained in Exhibit 26, and on that basis responding parties deny that aspect of the request. Similarly, responding parties do not possess sufficient information to admit or deny whether the complete email chain was dated October 14 and 15, 2009, and on that basis responding parties also deny that aspect of the request.

REQUEST FOR ADMISSION NO. 32:

Admit that Exhibit 27 attached hereto (Bates stamped FFIC-F000854-59) is a complete and accurate copy of an e-mail chain, including e-mails dated October 14 and 15, 2009, among Mr. Caufield, Ms. Roland, Ms. Morrison, and others re Mandatory Settlement Conference.

RESPONSE TO REQUEST FOR ADMISSION NO. 32:

Responding parties admit the emails that are contained in Exhibit 27 were exchanged among the identified parties on October 14 and 15, 2009. To the extent the request is asking responding parties to admit that the email chain is complete, responding parties do not possess sufficient information to admit or deny the completeness of the email chain contained in Exhibit 26, and on that basis responding parties deny that aspect of the request. Similarly, responding parties do not possess sufficient information to admit or deny whether the complete email chain was dated October 14 and 15, 2009, and on that basis responding parties also deny that aspect of the request.

REQUEST FOR ADMISSION NO. 33:

Admit that Exhibit 28 attached hereto (Bates stamped FFIC-F000853) is a complete and accurate copy of an e-mail from Amber Hinojosa to James Quimby, Andrew McCloskey, Sherry

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| 1 | Pantages, and Ms. Roland dated October 16, 2009. |
| 2 | RESPONSE TO REQUEST FOR ADMISSION NO. 33: |
| 3 | Admitted. |
| 4 | REQUEST FOR ADMISSION NO. 34: |
| 5 | Admit that Exhibit 29 attached hereto (Bates stamped FFIC-FOOI573-74) is a complete and |
| 6 | accurate copy of a letter from Mr. Caufield to Timothy Cronin re Ex Parte Motion To Compel |
| 7 | Settlement Agreements dated October 19, 2009. |
| 8 | RESPONSE TO REQUEST FOR ADMISSION NO. 34: |
| 9 | Admitted. |
| 10 | REQUEST FOR ADMISSION NO. 35: |
| 11 | Admit that Exhibit 30 attached hereto (Bates stamped FFIC-F000969-90) is a complete and |
| 12 | accurate copy of a letter from Mr. Caufield to Mr. Cronin re Angeles v. McKesson dated October |
| 13 | 28, 2009. |
| 14 | RESPONSE TO REQUEST FOR ADMISSION NO. 35: |
| 15 | Admitted. |
| 16 | REQUEST FOR ADMISSION NO. 36: |
| 17 | Admit that Exhibit 31 attached hereto (Bates stamped FFIC-FOOI611-14) is a complete and |
| 18 | accurate copy of an e-mail from Mr. Caufield to Scott Osmus, Ms. Pantages, Ms. Roland, Catherine |
| 19 | Zacharias, Mr. Quimby, and Mr. McCloskey re Ang v. McK - ORDER dated November 4, 2009. |
| 20 | RESPONSE TO REQUEST FOR ADMISSION NO. 36: |
| 21 | Admitted. |
| 22 | REQUEST FOR ADMISSION NO. 37: |
| 23 | Admit that Exhibit 32 attached hereto (Bates stamped FFIC-F000966-67) is a complete and |
| 24 | accurate copy of an e-mail from Mr. Caufield to Mr. Osmus, Ms. Pantages, Ms. Roland, Ms. |
| 25 | Zacharias, Mr. Quimby, and Mr. McCloskey re Ang v. McK - Order dated November 5, 2009. |
| 26 | RESPONSE TO REQUEST FOR ADMISSION NO. 37: |
| 27 | Admitted. |
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| | -14- Case No. BC476657 |
| | ANGELES AND JOHN LOCKE'S RESPONSES TO FFIC'S REQUESTS FOR ADMISSIONS, SET ONE |



REQUEST FOR ADMISSION NO. 38:

Admit that Exhibit 33 attached hereto (Bates stamped FFIC-FOOI793-99) is a complete and accurate copy of an e-mail chain, including e-mails dated November 4-5, 2009, among Mr. Caufield, Ms. Roland, Ms. Pantages, Ms. McCloskey, and others re Ang v. McK - ORDER.

RESPONSE TO REQUEST FOR ADMISSION NO. 38:

Responding parties admit the emails that are contained in Exhibit 33 were exchanged among the identified parties on November 4 - 5, 2009. To the extent the request is asking responding parties to admit that the email chain is complete, responding parties do not possess sufficient information to admit or deny the completeness of the email chain contained in Exhibit 33, and on that basis responding parties deny that aspect of the request. Similarly, responding parties do not possess sufficient information to admit or deny whether the complete email chain was dated November 4 - 5, 2009, and on that basis responding parties also deny that aspect of the request.

REQUEST FOR ADMISSION NO. 39:

Admit that Exhibit 34 attached hereto (Bates stamped FFIC-F002540-48) is a complete and accurate copy of an e-mail chain, including e-mails dated November 4-6, 2015, among Mr. Caufield, Ms. Roland, Ms. Morrison, and others re Ang v. McK - ORDER.

RESPONSE TO REQUEST FOR ADMISSION NO. 39:

Responding parties admit the emails that are contained in Exhibit 34 were exchanged among the identified parties on November 4 - 6, 2009. To the extent the request is asking responding parties to admit that the email chain is complete, responding parties deny that aspect of the request. Responding parties do not possess sufficient information to admit or deny whether the complete email chain was dated November 4 - 6, 2009, and on that basis responding parties also deny that aspect of the request.

REQUEST FOR ADMISSION NO. 40:

Admit that Exhibit 35 attached hereto (Bates stamped FFIC-F000937-45) is a complete and accurate copy of an e-mail chain, including e-mails dated November 4-6, 2009, among Mr. Caufield, Ms. Roland, and others re Ang v. McK - ORDER.

RESPONSE TO REQUEST FOR ADMISSION NO. 40:

Responding parties admit the emails that are contained in Exhibit 35 were exchanged among the identified parties on November 4-6, 2009. To the extent the request is asking responding parties to admit that the email chain is complete, responding parties do not possess sufficient information to admit or deny the completeness of the email chain contained in Exhibit 35, and on that basis responding parties deny that aspect of the request. Similarly, responding parties do not possess sufficient information to admit or deny whether the complete email chain was dated November 4-6, 2009, and on that basis responding parties also deny that aspect of the request.

REQUEST FOR ADMISSION NO. 41:

Admit that Exhibit 36 attached hereto (Bates stamped FFIC-FOOI800-02) is a complete and accurate copy of a letter from Mr. Caufield to Ms. Morrison and Ms. Roland re Request for Purported "Settlement Agreement" entered into among the Berg Parties, Fireman's Fund and Great American dated April 8, 2010.

RESPONSE TO REQUEST FOR ADMISSION NO. 41:

Admitted.

REQUEST FOR ADMISSION NO. 42:

Admit that Exhibit 37 attached hereto (Bates stamped FFIC-F000935-36) is a complete and accurate copy of an e-mail chain, including e-mails from April 22 and 28, 2010, from Mr. Caufield to Ms. Morrison, Ms. Roland, and Mr. McCloskey re Ang v. McK-Orders.

RESPONSE TO REQUEST FOR ADMISSION NO. 42:

Responding parties admit the emails that are contained in Exhibit 37 were sent by Mr. Caufield on April 22 and 28, 2010. To the extent the request is asking responding parties to admit that the email chain is complete, responding parties deny that aspect of the request. Similarly, responding parties do not possess sufficient information to admit or deny whether the complete email chain was dated April 22 and 28, 2010, and on that basis responding parties also deny that aspect of the request.

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Case No. BC476657

REQUEST FOR ADMISSION NO. 43:

Admit that Angeles Chemical Company, Inc. knew on October 14, 2009 that Fireman's Fund Insurance Company and Great American Insurance Company had settled the causes of action asserted by Robert O. Berg, Donna Berg, the Estate of Arnold Rosenthal, and Pearl Rosenthal against Angeles Chemical Company, Inc. in *Angeles Chemical Company, Inc.*, et al. v. McKesson Corporation, et al., Case No. 01-10532 TJH (Ex) (C.D. Cal.), for \$3 million.

RESPONSE TO REQUEST FOR ADMISSION NO. 43:

Responding party objects to this request as it seeks information protected by the attorneyclient privilege or attorney work product doctrine.

Subject to and without waiving the foregoing objections, responding party responds as follows: Responding parties admit that Angeles Chemical Company ("Angeles") was told, through its counsel, on October 14, 2009 that Fireman's Fund Insurance Company and Great American Insurance Company had reached a settlement with Robert O. Berg, Donna Berg, the Estate of Arnold Rosenthal, and Pearl Rosenthal (the "Berg Parties"). Responding parties also admit that Angeles was told on October 14, 2009 that the purported settlement amount was \$3 million and that at least one of the terms of the agreement was that the Berg Parties would seek to dismiss with prejudice their claims against Angeles in *Angeles Chemical Company, Inc., et al. v. McKesson Corporation, et al.*, Case No. 01-10532 TJH (Ex) (C.D. Cal.). To whatever extent this request seeks any admission about what the above raw information means Angeles "knew" about the identified settlement at the time, especially to whatever extent this request seeks an admission about what Angeles "knew" about which causes of action were settled by the identified agreement, responding parties deny that aspect of this request because the terms of the settlement agreement were concealed from Angeles and the Berg Parties later denied that the settlement resolved their claims against Angeles.

REQUEST FOR ADMISSION NO. 44:

Admit that John Locke knew on October 14, 2009 that Fireman's Fund Insurance Company and Great American Insurance Company had settled the causes of action asserted by Robert O. Berg, Donna Berg, the Estate of Arnold Rosenthal, and Pearl Rosenthal against Angeles Chemical

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Company, Inc. in Angeles Chamical Company, Inc., et al. v. McKesson Corporation, et al., Case no. 01-10532 TJH (Ex) (C.D. Cal., for \$3 million.

RESPONSE TO REQUEST FOR ADMISSION NO. 44:

Responding party objects to this request as it seeks information protected by the attorneyclient privilege or attorney work product doctrine.

Subject to and without waiving the objections above, responding parties respond as follows: Responding parties admit that John Locke was told, through his counsel, on October 14, 2009 that Fireman's Fund Insurance Company and Great American Insurance Company had reached a settlement with Robert O. Berg, Donna Berg, the Estate of Arnold Rosenthal, and Pearl Rosenthal (the "Berg Parties"). Responding parties also admit that John Locke was told on October 14, 2009 that the purported settlement amount was \$3 million and that at least one of the terms of the agreement was that the Berg Parties would seek to dismiss with prejudice their claims against Angeles in Angeles Chemical Company, Inc., et al. v. McKesson Corporation, et al., Case No. 01-10532 TJH (Ex) (C.D. Cal.). To whatever extent this request seeks any admission about what the above raw information means John Locke "knew" about the identified settlement at the time, especially to whatever extent this request seeks an admission about what John Locke "knew" about which causes of action were settled by the identified agreement, responding parties lack sufficient information to admit or deny that aspect of this request because the terms of the settlement agreement were concealed from Angeles and the Berg Parties later denied that the settlement resolved their claims against Angeles.

REQUEST FOR ADMISSION NO. 45:

Admit that before filing its original Cross-Complaint in the above-captioned action, Angeles Chemical Company, Inc. never asked Mr. Berg, Ms. Berg, the Estate of Arnold Rosenthal, or Ms. Rosenthal, to contribute any part of the \$3 million in settlement proceeds they received from the settlement agreement, attached as Exhibit 38 hereto, to investigate or remediate hazardous substance contamination in soil and groundwater at and around the ANGELES CHEMICAL SITE.

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RESPONSE TO REQUEST FOR ADMISSION NO. 45:

Responding parties object to this request to the extent that it is compound and contains four separate subparts, essentially seeking a separate admission for each of the four parties identified. Responding parties further object to this request because it is so vague and ambiguous that they cannot reasonably be expected to answer because it falsely assumes that there would have been some cause for Angeles Chemical Company to have demanded that the identified parties spend the identified settlement funds to investigate or remediate hazardous substance contamination in soil and groundwater at and around the ANGELES CHEMICAL SITE before it filed its original Cross-Complaint in the above captioned action. Finally, responding parties object to this request because it seeks an admission that is not relevant to Fireman's Fund's defenses in this action and not reasonably calculated to lead to the discovery of admissible evidence.

Subject to and without waiving the objections above, responding party responds as follows: Admitted.

REQUEST FOR ADMISSION NO. 46:

Admit that before filing his original Cross-Complaint in the above-captioned action, John Locke never asked Mr. Berg, Ms. Berg, the Estate of Arnold Rosenthal, or Ms. Rosenthal to contribute any part of the \$3 million in settlement proceeds they received from the settlement agreement, attached as Exhibit 38 hereto, to investigate or remediate hazardous substance contamination in soil and groundwater at and in the vicinity of the ANGELES CHEMICAL SITE.

RESPONSE TO REQUEST FOR ADMISSION NO. 46:

Responding parties object to this request to the extent that it is compound and contains four separate subparts, essentially seeking a separate admission for each of the four parties identified. Responding parties further object to this request because it is so vague and ambiguous that they cannot reasonably be expected to answer because it falsely assumes that there would have been some cause for Angeles Chemical Company to have demanded that the identified parties spend the identified settlement funds to investigate or remediate hazardous substance contamination in soil and groundwater at and around the ANGELES CHEMICAL SITE before it filed its original Cross-Complaint in the above captioned action. Finally, responding parties object to this request because

it seeks an admission that is not relevant to Fireman's Fund's defenses in this action and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving the objections above, responding party responds as follows: Admitted. PALADIN LAW GROUP® LLP DATED: March 4, 2016 By: Jon G. Lycett Counsel for Angeles Chemical Co., Inc. and John Locke



VERIFICATION

Re: Fernal Properties, Inc. v. Angeles Chemical Co., Inc. et al.
Superior Court of California, County of Los Angeles, Case No. BC476657

I, John Locke, President of Angeles Chemical Company, Inc., state:

I read the foregoing:

Angeles Chemical Co., Inc.'s And John Locke's Responses to Fireman's Fund Insurance Company's First Set Of Requests For Admission To Angeles Chemical Company, Inc. And John Locke

and know its contents;

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing answers are true and correct.

Executed on March 8, 2106 in Covina, California.

John Locke, President

Angeles Chemical Co., Inc.